

MULTNOMAH COUNTY OREGON

BOARD OF COUNTY COMMISSIONERS
ROOM 605, COUNTY COURTHOUSE
1021 S.W. FOURTH AVENUE
PORTLAND, OREGON 97204

GLADYS McCOY • Chair • 248-3308
PAULINE ANDERSON • District 1 • 248-5220
GRETCHEN KAFOURY • District 2 • 248-5219
CAROLINE MILLER • District 3 • 248-5217
POLLY CASTERLINE • District 4 • 248-5213
JANE McGARVIN • Clerk • 248-3277

AGENDA OF
MEETINGS OF THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS
FOR THE WEEK OF
June 20 - 24, 1988

Tuesday, June 21, 1988 - 9:30 AM - Planning Items Page 2
Tuesday, June 21, 1988 - 1:30 PM - Executive Session
followed by - Informal Meeting Page 3
Wednesday, June 22, 1988 - Board Retreat, Blue Lake Park Lakehouse
Thursday, June 23, 1988 - 9:30 AM - Formal Meeting Page 4

CLERK
X
BCC

Tuesday, June 21, 1988 - 9:30 AM

Multnomah County Courthouse, Room 602

PLANNING AGENDA

Auto Wrecker License Application submitted by Planning & Development Division with recommendation that same be approved for Tony Schneider dba A-1 Discount Auto Wrecking, 12010 North Columbia Blvd.

Second Reading - An ordinance protecting solar access to new single family residential lots and to new and existing single family houses
First Reading approved 6/07 (C 9-86)

Tuesday, June 21, 1988 - 1:30 PM

Multnomah County Courthouse, Room 602

Executive Session - Consult with legal counsel regarding pending EMS litigation permitted by ORS 192.660(1)(h)

INFORMAL MEETING

AGENDA

1. Informal Review of Bids and Requests for Proposals:
 - a) AIDS Counseling, Education, & Support Services for Gay and Bi-Sexual Men
2. Informal Review of Formal Agenda of June 9

Thursday, June 22, 1988, 9:30 AM

Multnomah County Courthouse, Room 602

FORMAL AGENDA

REGULAR ITEMS

BOARD OF COUNTY COMMISSIONERS

- A
- R-1 In the matter of presentation of Certificate of Appreciation to Ben Gruetter and Robert Van Speybrock
 - R-2 Budget Modification Nondepartmental #16 making an appropriation transfer in the amount of \$600 within Board of County Commissioners (Commissioner Kafoury) from Materials and Services to Capital Equipment to purchase a typewriter

DEPARTMENT OF ENVIRONMENTAL SERVICES

- R-3 Budget Modification DES #17 making appropriation transfer within Road Fund from Road Fund Contingency (\$307,000) and Capital Projects (\$400,000 and delaying two projects until next fiscal year, to County Supplements in order to make 1987-88 Road Fund Payment to the City of Portland
- R-4 Order in the matter of the Conveyance of County-owned real property to the Housing Authority of Portland; authorizing execution of Bargain and Sale Deed
- R-5 Resolution in the Matter of Adopting a Budget Policy to Carry Over Appropriations for Certain Projects to Following Fiscal Year

DEPARTMENT OF GENERAL SERVICES

- ✓ R-6 Resolution in the matter of the Authorization to Issue Certificates of Participation to Finance the Acquisition and Remodeling of the Gill Building

A
2nd
6/30
A

ORDINANCES - DEPARTMENT OF GENERAL SERVICES

- R-7 First Reading - An Ordinance relating to the Investment Advisory Board, and amending Ordinance No. 409
- R-8 Second Reading of an Ordinance in the Matter of Adoption of Salary Ranges for Fiscal Year 1988-89 for Employees Covered by the Exempt Classification/Compensation Plan
- R-9 Second Reading of an Ordinance making certain revisions to the Risk Management Code MCC Chapter 2.60

DEPARTMENT OF HUMAN SERVICES

- R-10 In the matter of approving a \$150,000 grant agreement from the U.S. Department of Health and Human Services by Aging Services Division, to work with hospitals and community service providers to set up a night and weekend response system for older people who go to hospital emergency rooms for non-medical problems, for period September 1, 1987 through December 1, 1988 (original agreement misplaced)
- R-11 In the matter of ratification of Amendment #13 to the State Mental Health Intergovernmental revenue agreement whereby net total of \$23,866 is reduced for FY 87-88, to reflect anticipated service levels and expenditures through June 30, 1988
- R-12 Budget Modification DHS #52 making various adjustments to the Social Service Division budgets for a net reduction of \$23,866 to reflect Amendment #13 to the State Mental Health Intergovernmental revenue agreement
- R-13 In the matter of the ratification of an intergovernmental agreement with State Health Division whereby the State will continue to provide hepatitis testing for Multnomah County clients from July 1, 1988 through June 30, 1989
- R-14 In the matter of the ratification of an intergovernmental revenue agreement with State Department of Education whereby the State will provide \$58,195 for intensive in-home developmental screening and follow-up to 35 new born babies born to drug abusing mothers for period July 1, 1988 to June 30, 1989
- R-15 In the Matter of the ratification of an intergovernmental revenue agreement with State Adult and Family Services whereby the State will continue the "Refugee Early Employment Project" through June 30, 1989 (Amendment #3)

- A
- R-16 In the matter of the ratification of an intergovernmental revenue agreement with State Adult and Family Services whereby the termination date of the "Physician Care Organization Agreement" (Medicaid Capitation) is extended from June 30, 1988 to September 30, 1988
 - R-17 In the matter of the ratification of an intergovernmental agreement with State Adult and Family Services whereby the State will reimburse the County for provision of dental services to Title 19 eligible clients for the period of July 1, 1988 through June 30, 1989
 - R-18 In the matter of the ratification of an intergovernmental agreement with Oregon Health Sciences University whereby University will provide physicians (chest fellows) to diagnose, treat, evaluate and consult in County's T.B. Clinic at \$120 for each half day clinic from July 1, 1988 to June 30, 1989
 - R-19 In the matter of the ratification of an intergovernmental agreement with Oregon Health Sciences University whereby the University will continue to provide dental care for low income County residents from July 1, 1988 through June 30, 1989
 - R-20 In the matter of the ratification of an intergovernmental agreement with Oregon Health Sciences University whereby University will develop standard operating procedures for the Emergency Medical on-line medical direction system and trauma communications coordination system; establish a peer review process; provide in-service training for Emergency Medical Technicians from July 1, 1988 to June 30, 1989
 - R-21 In the matter of the ratification of an intergovernmental agreement with Washington and Clackamas Counties whereby Multnomah County will provide detention bed space and supervision for juveniles at the Donald E. Long Home from July 1, 1988 through June 30, 1989
 - R-22 Budget modification DHS #53 reflecting a revenue increase in the amount of \$24,794 from Private Industry Council (PIC) to Juvenile Services Federal/State Fund (\$23,278) and Insurance Fund (\$1,516) for High Risk and Summer Employment Program

- A R-23 Budget modification DHS #54 making appropriations transfers within Human Services: from salary savings Personal services to Professional Services to fund Fraud Investigation position in Public Guardian Office (\$26,727), Professional Services/Materials & Services (\$199,454) to fund possible over-expenditures in the Emergency Hold/Corrections Health Outside Referrals, plus various other transfers to cover possible over-expenditures (\$150,911)

SHERIFF'S OFFICE

- K/100 R-24 In the matter of ratification of an intergovernmental agreement between the Sheriff's Office and the City of Wood Village, whereby Sheriff's Office will perform law enforcement functions within the City of Wood Village for period July 1, 1988 to June 30, 1989

Thursday Meetings of the Multnomah County Board of Commissioners are recorded and can be seen at the following times:
Thursday, 10:00 PM, Channel 11 for East and West side subscribers
Friday, 6:00 P.M., Channel 27 for Rogers Multnomah East subscribers
Saturday 12:00 PM, Channel 21 for East Portland and East County subscribers

N O T I C E

THE FOLLOWING WILL BE HEARD BY UNANIMOUS CONSENT:

DEPARTMENT OF ENVIRONMENTAL SERVICES

- A
- R-25 Resolution in the Matter of the Relocation and Establishment of NW Reeder Road No. 4964, Item 88-169, Earl L. Reeder and Ida M. Reeder and James E. Reeder

SHERIFF'S OFFICE

- R-27 Liquor license application submitted by the Sheriff's Office with recommendation that same be approved as follows: Tippy Canoe, 28242 Crown Point Highway, Troutdale (Dispenser Class A - Change of Ownership)

THE FOLLOWING MATTER WAS INADVERTENTLY LEFT OFF THE AGENDA FOR THIS DATE:

- R-26 Public Hearing - Resolution in the matter of the Surrendering Jurisdiction to the City of Portland all County Roads within the area annexed to the City of Portland between July 1, 1987, and December 31, 1987 (from May 12, 1988)

Co Counsel

SUPPLEMENTAL AGENDA

THURSDAY, JUNE 23, 1988

N O T I C E

THE FOLLOWING WILL BE HEARD BY UNANIMOUS CONSENT:

DEPARTMENT OF ENVIRONMENTAL SERVICES

- R-25 Resolution in the Matter of the Relocation and Establishment of NW Reeder Road No. 4964, Item 88-169, Earl L. Reeder and Ida M. Reeder and James E. Reeder

SHERIFF'S OFFICE

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THE FOLLOWING MATTER WAS INADVERTENTLY LEFT OFF THE AGENDA FOR THIS DATE:

- R-26 Public Hearing - Resolution in the matter of the Surrendering Jurisdiction to the City of Portland all County Roads within the area annexed to the City of Portland between July 1, 1987, and December 31, 1987 (from May 12, 1988)

NOTE: R-27 Was pulled from the agenda because more information was needed. Info received. Now the applicant must have it approved by Thursday in order to allow him to operate without closing down between license dates

SUPPLEMENTAL AGENDA

THURSDAY, JUNE 23, 1988

9:30 A.M.

EXECUTIVE SESSION - Consult with legal counsel regarding Gresham BIT
litigation permitted by ORS 192.660(1)(h)

PRESS LIST

DATE

6/22

THE FOLLOWING WERE CALLED THIS DATE REGARDING:

- a) Meeting
b) Executive Meeting

c) Other EXECUTIVE Session - Fresh. Bit
6/23 9:30 a.m.

Signed

Lynell Stanton

KOIN Channel 6

243-6614 Assignment Desk ✓

KGW Channel 8

226-5111 Assignment Desk ✓

KATU Channel 2

231-4260 Assignment Desk ✓

KPTV Channel 12

222-9921 News Desk ✓

KEX 1190 A.M.

222-1929 Newsroom/Message ✓

KSGO 1520 A.M.

223-1441 News Desk ✓

KXL 750 A.M.

231-0750 Newsroom/Message ✓

KGW 62 A.M.

226-5095 News Desk ✓

K-103 FM

643-5103 Newsroom ✓

KXYQ - 105

226-6731 Newsroom ✓

OREGONIAN

221-8566 Harry Bodine ✓

GRESHAM OUTLOOK

665-2181 ~~Dave Pinson~~ ✓

SKANNER

287-3562 Robin FRANZEN
Patrick Mazza ✓

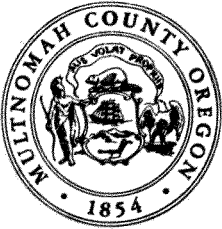
N O T I C E

There will be TWO (2) EXECUTIVE SESSIONS June 21, 1988 1:30 p.m. The following is added to the printed agenda:

1) EXECUTIVE SESSION - Consult with legal counsel regarding Gresham BIT permitted by ORS 192.660(1)(h)

2) THE FOLLOWING WILL BE HEARD BY UNANIMOUS CONSENT:

R-25 Resolution in the Matter of the Relocation and Establishment of NW Reeder Road No. 4964, Item 88-169, Earl L. Redder and Ida M. Reeder and James E. Reeder



GLADYS McCOY, Multnomah County Chair

Room 134, County Courthouse
1021 S.W. Fourth Avenue
Portland, Oregon 97204
(503) 248-3308

M E M O R A N D U M

TO: Board of County Commissioners
FROM: Gladys McCoy *G. McCoy*
County Chair
DATE: June 20, 1988
RE: Formal Board Mtg., June 23

I will arrive thirty minutes late to the Formal Board Meeting on June 23.

I will address the Black Youth Conference at the Hilton from 9:30 to 9:50.

cc: Clerk of the Board

BOARD OF
COUNTY COMMISSIONERS
1988 JUN 20 PM 3:27
MULTNOMAH COUNTY
OREGON

TRANSPORTATION

June 23, 1988

47
5160

In the matter of presentation of Certificate of)
Appreciation to Ben Gruetter [and] Robert Van)
Speybrock, and Gene Anderson R-1)

Commissioner Casterline commended the above persons, and said have all served the County long and well. She then presented Certificates of Appreciation to each: Ben Gruetter (27 years); Robert Van Speybrock (34 years); Gene Anderson (28 years).

DATE SUBMITTED _____

(For Clerk's Use)

Meeting Date 6/23/88
Agenda No. B-1

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: Certificate of Appreciation

Informal Only* _____
(Date)

Formal Only June 30, 1988
(Date)

DEPARTMENT Board of County Commission DIVISION Casterline

CONTACT Polly Casterline TELEPHONE 248-5213

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD _____

BRIEF SUMMARY Should include other alternatives explored, if applicable, and clear statement of rationale for the action requested.

In the matter of a presentation of a Certificate of Appreciation to MR. ROBERT VAN SPEYBROCK, Department of Environmental Services, upon his retirement and a celebration of his many years of outstanding service.

And - Gene Anderson -

(IF ADDITIONAL SPACE IS NEEDED, PLEASE USE REVERSE SIDE)

ACTION REQUESTED:

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☐ POLICY DIRECTION ☐ APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 5 minutes

IMPACT:

PERSONNEL

☐ FISCAL/BUDGETARY

☐ -General Fund

Other _____

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: Polly Casterline

BUDGET / PERSONNEL /

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) _____

OTHER _____
(Purchasing, Facilities Management, etc.)

NOTE: If requesting unanimous consent, state situation requiring emergency action on back.

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1988 JUN 15 PM 4:31

DATE SUBMITTED _____

(For Clerk's Use)

Meeting Date _____

Agenda No. _____

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: Certificate of Appreciation

Informal Only* _____
(Date)

Formal Only June 30, 1988
(Date)

DEPARTMENT Board of County Commission DIVISION Casterline

CONTACT Polly Casterline TELEPHONE 248-5213

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Polly Casterline

BRIEF SUMMARY Should include other alternatives explored, if applicable, and clear statement of rationale for the action requested.

In the matter of a presentation of a Certificate of Appreciation to MR. BEN GRUETTER, Department of Environmental Services, upon his retirement and a celebration of his many years of outstanding service.

(IF ADDITIONAL SPACE IS NEEDED, PLEASE USE REVERSE SIDE)

ACTION REQUESTED:

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☐ POLICY DIRECTION ☐ APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 5 minutes

IMPACT:

PERSONNEL

☐ FISCAL/BUDGETARY

☐ -General Fund

Other _____

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: Polly Casterline

BUDGET / PERSONNEL /

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) _____

OTHER _____
(Purchasing, Facilities Management, etc.)

NOTE: If requesting unanimous consent, state situation requiring emergency action on back.

BOARD OF
COUNTY COMMISSIONERS
1988 JUN 15 PM 4:30
MULTNOMAH COUNTY
OREGON

47
5160

June 23, 1988

EXECUTIVE SESSION - Consult with legal counsel)
regarding Gresham BIT litigation permitted by ORS)
192.660(1)(h))

Following the above-entitled Executive Session, Commissioner Casterline, Vice Chair, reported the Board had authorized the negotiating team to continue with Gresham City Council discussions.



MULTNOMAH COUNTY OREGON

47
J160

BOARD OF COUNTY COMMISSIONERS
ROOM 605, COUNTY COURTHOUSE
1021 S.W. FOURTH AVENUE
PORTLAND, OREGON 97204

GLADYS McCOY • Chair • 248-3308
PAULINE ANDERSON • District 1 • 248-5220
GRETCHEN KAFOURY • District 2 • 248-5219
CAROLINE MILLER • District 3 • 248-5217
POLLY CASTERLINE • District 4 • 248-5213
JANE MCGARVIN • Clerk • 248-3277

June 23, 1988

Mr. Dave Warren, Budget Manager
Budget & Management Analysis
1121 SW Fifth, Room 1400
Portland, OR

Dear Mr. Warren:

Be it remembered, that at a meeting of the Board of County Commissioners held June 23, 1988, the following action was taken:

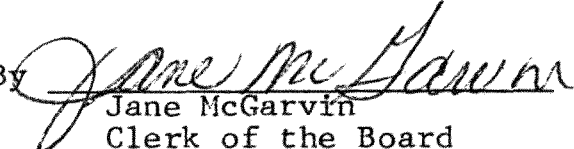
Budget Modification Nondepartmental #16 making an)
appropriation transfer in the amount of \$600)
within Board of County Commissioners (Commissioner)
Kafoury) from Materials and Services to Capital)
Equipment to purchase a typewriter R-2)

Upon motion of Commissioner Kafoury, duly seconded by Commissioner Miller, it is unanimously

ORDERED that said request be approved, and budget modification be implemented.

Very truly yours,

BOARD OF COUNTY COMMISSIONERS

By 
Jane McGarvin
Clerk of the Board

jm
cc: Finance
Commissioner Kafoury

BUDGET MODIFICATION NO. NOND 16

(For Clerk's Use) Meeting Date 6/16/88
Agenda No. R-2

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR 6/23/88 (Date)

DEPARTMENT NOND DIVISION Commissioner Kafoury
CONTACT Bill Vandever TELEPHONE _____
*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD _____

SUGGESTED

AGENDA TITLE (to assist in preparing a description for the printed agenda)

Transfers appropriation from Materials & Services to Capital.

(Estimated Time Needed on the Agenda)

2. DESCRIPTION OF MODIFICATION (Explain the changes this Bud Mod makes. What budget does it increase? What do the changes accomplish? Where does the money come from? What budget is reduced? Attach additional information if you need more space.)

☐ PERSONNEL CHANGES ARE SHOWN IN DETAIL ON THE ATTACHED SHEET

Transfers appropriation from Materials and Services to Capital Equipment to allow for the purchase of a typewriter. (\$ 600.00)

3. REVENUE IMPACT (Explain revenues being changed and the reason for the change)

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1988 JUN 13 PM 2:51

4. CONTINGENCY STATUS (to be completed by Finance/Budget)

Contingency before this modification (as of _____) \$ _____
(Specify Fund) (Date)
After this modification \$ _____

Originated By Wm Vandever Date 6/13/88

Finance/Budget
Malinda J. July Date 6/13/88
Board Approval

Department Director Gretchen Kafoury Date 6/13/88

Employee Relations Date

Barbara E. Jones Date 6/23/88

TRANSACTION EB []

GM []

TRANSACTION DATE

ACCOUNTING PERIOD

BUDGET FY.

[illegible]

TOTAL EXPENDITURE CHANGE	
--------------------------	--

TRANSACTION RB []

GM []

TRANSACTION DATE

ACCOUNTING PERIOD

BUDGET FY_

[illegible]

TOTAL REVENUE CHANGE	
----------------------	--

6/23/88

RECEIVED FROM JANE MCGARVIN
CLERK, BOARD OF COUNTY COMMISSIONERS . MULTNOMAH COUNTY, OREGON

BUDGET

BUDGET MODIFICATION DES #17 APPROVED

R-3

BOARD OF
COUNTY COMMISSIONERS
1988 JUL -5 PM 12:54
MULTNOMAH COUNTY
OREGON

CS

Form CC-1 PLEASE SIGN & RETURN THIS RECEIPT TO COMMISSIONERS OFFICE



MULTNOMAH COUNTY OREGON

BOARD OF COUNTY COMMISSIONERS
ROOM 605, COUNTY COURTHOUSE
1021 S.W. FOURTH AVENUE
PORTLAND, OREGON 97204

GLADYS McCOY • Chair • 248-3308
PAULINE ANDERSON • District 1 • 248-5220
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CAROLINE MILLER • District 3 • 248-5217
POLLY CASTERLINE • District 4 • 248-5213
JANE MCGARVIN • Clerk • 248-3277

June 23, 1988

Mr. Paul Yarborough, Director
Department of Environmental Services
2115 SE Morrison
Portland, OR

Dear Mr. Yarborough:

Be it remembered, that at a meeting of the Board of County Commissioners held June 23, 1988, the following action was taken:

Request of the Director of Environmental Services)
for approval of Budget Modification DES #17 making)
appropriation transfer within Road Fund from Road)
Fund Contingency (\$307,000) and Capital Projects)
(\$400,000) and delaying two projects until next)
fiscal year, to County Supplements in order to)
make 1987-88 Road Fund Payment to the City of)
Portland R-3)

Betsy Williams, Environmental Services, submitted a memo which breaks out how figures were determined: approximately \$395,000 is the Cities' share of new gas tax revenues generated by HB 2112; increases in other revenue have been received, mostly from the Forest Yield Fund (last year the County was required to make a second payment to the City, and this year's revenue is higher than budgeted); and in addition, population figures were 74.46% rather than the estimated 72%. This increases the total amount to be paid to the City of Portland from \$7.7 million to \$8.4 million for 1987/88; which will be funded by transferring \$307,000 from the Road Fund Contingency, and deferral of a capital project which is not due to start until after July 1. The Department has included this cost in its FY 1988/89 budget.

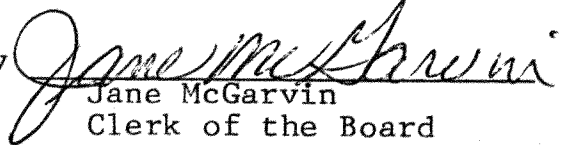
Upon motion of Commissioner Miller, duly seconded by Commissioner Kafoury, it is unanimously

-2-

ORDERED that said request be approved, and budget modification be implemented.

Very truly yours,

BOARD OF COUNTY COMMISSIONERS

By 
Jane McGarvin
Clerk of the Board

jm
cc: Budget
Finance

BUDGET MODIFICATION NO. DES #17(For Clerk's Use) Meeting Date 6/16/88
Agenda No. R-31. REQUEST FOR PLACEMENT ON THE AGENDA FOR June 23, 1988
(Date)DEPARTMENT DES DIVISION AdministrationCONTACT Betsy Williams TELEPHONE 248-5012*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Betsy Williams

SUGGESTED

AGENDA TITLE (to assist in preparing a description for the printed agenda)

Increase 1987/88 Road Fund payment to City of Portland by \$707,000, under terms of current intergovernmental agreement.

(Estimated Time Needed on the Agenda)

2. DESCRIPTION OF MODIFICATION (Explain the changes this Bud Mod makes. What budget does it increase? What do the changes accomplish? Where does the money come from? What budget is reduced? Attach additional information if you need more space.)

[] PERSONNEL CHANGES ARE SHOWN IN DETAIL ON THE ATTACHED SHEET

This budget modification increases the 1987/88 Road Fund payment to City of Portland by \$707,000. Increase is due to several factors: a) State gas tax (HB 2112), 2¢ increase was not anticipated in 1987/88 adopted budget; b) 1987 payment of \$138,793 made in 1988 due to unexpected second payment of Forest Yield funds; c) unanticipated increase in 1988 Forest Yield revenues; d) higher percentage of population than anticipated in budget (actual 74.46%, budget assumption 72%); and e) general increase in State gas tax, above new revenue generated by HB 2112.

Detailed description of revised calculation attached.

Increase in payment to Portland is covered in this budget modification by decreasing Road Fund Contingency by \$307,000 and deferring two capital projects until next fiscal year (\$400,000), 238/242 from Arata to Glisan (\$100,000) and 242 from Stark to Hall (\$300,000).

3. REVENUE IMPACT (Explain revenues being changed and the reason for the change)

Additional revenue has been budgeted in Beginning Working Capital in the 1988/89 Road Fund budget.

BOARD OF
COUNTY COMMISSIONERS
JUN 14 PM 4:31
BUTTE COUNTY
OREGON

4. CONTINGENCY STATUS (to be completed by Finance/Budget)

Road Contingency before this modification (as of 6/8/88)
(Specify Fund) (Date)\$ 307,661

After this modification

\$ 661

Originated By

Date

Betsy Williams6/10/88

Department Director

Date

Paul Yarbrough/bkw6/10/88

Finance/Budget

Date

Employee Relations

Date

Sharon Cordover6/10/88

Board Approval

Sharon E. Jones

Date

6/23/88

EXPENDITURE
TRANSACTION EB []

GM [] TRANSACTION DATE _____

ACCOUNTING PERIOD _____

BUDGET FY_____

Document
Number

Action

Fund

Agency

Organization

Activity

Reporting Category

Object

Current
Amount

Revised
Amount

Change
Increase
(Decrease)

Sub-
Total

Description

[illegible]

TOTAL EXPENDITURE CHANGE

TOTAL EXPENDITURE CHANGE

REVENUE
TRANSACTION RB []

GM [] TRANSACTION DATE_____

ACCOUNTING PERIOD _____

BUDGET FY_____

Document
Number

Action

Fund A

Agency

Organi-
zation A

Activity

Reporting Category	Revenue Source
1	2
3	4
5	6
7	8
9	10
11	12
13	14
15	16
17	18
19	20
21	22
23	24
25	26
27	28
29	30
31	32
33	34
35	36
37	38
39	40
41	42
43	44
45	46
47	48
49	50
51	52
53	54
55	56
57	58
59	60
61	62
63	64
65	66
67	68
69	70
71	72
73	74
75	76
77	78
79	80
81	82
83	84
85	86
87	88
89	90
91	92
93	94
95	96
97	98
99	100

**Current
Amount**

Revised
Amount

Change
Increase
(Decrease)

Sub-
Total

Description

[illegible]

TOTAL REVENUE CHANGE

TOTAL REVENUE CHANGE

ESTIMATED 1987/88 COP POPULATION PAYMENTS

TOTAL ROAD REVENUE (EST)*	19,473,504
BASE YEAR	14,687,792
	4,785,712
COP RATE	0.7446
TOTAL DISTRIBUTION (EST)	3,563,441

* REVENUE BUDGETED WAS \$18,780,000. ADDITIONAL
ESTIMATED REVENUE IS \$693,504.

ESTIMATED TOTAL 1987/88 COP PAYMENTS

ROAD MILE PAYMENTS	4,718,968
POPULATION PAYMENTS (EST)	3,563,441
1986/87 CORRECTION	138,793
TOTAL	8,421,202

COMPARISON OF 1987/88 PAYMENTS TO BUDGET

BUDGET	7,712,284
ESTIMATED PAYMENTS	8,421,202

DIFFERENCE	-708,918
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DUE TO ESTIMATED 2 CENT REVENUE	395,383
1987 COP PAYMENT MADE IN 1988	138,793
UNDERESTIMATE OF FOREST YIELD	148,527
OTHER	26,216

ADDITIONAL COP PAYMENTS (EST)	708,918
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MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES
2115 S.E. MORRISON
PORTLAND, OREGON 97214
(503) 248-5000

BOARD OF COUNTY COMMISSIONERS
GLADYS MC COY • CHAIR OF THE BOARD
PAULINE ANDERSON • DISTRICT 1 COMMISSIONER
GRETCHEN KAFOURY • DISTRICT 2 COMMISSIONER
CAROLINE MILLER • DISTRICT 3 COMMISSIONER
POLLY CASTERLINE • DISTRICT 4 COMMISSIONER

M E M O R A N D U M

TO: BOARD OF COUNTY COMMISSIONERS

FROM: BETSY WILLIAMS *BHW*
DEPT. OF ENVIRONMENTAL SERVICES

SUBJECT: ROAD FUND BUDGET MODIFICATION - PORTLAND PAYMENT

DATE: JUNE 20, 1988

A budget modification has been submitted for the June 23 Board meeting which increases the Road Fund payment to the City of Portland for FY 1987/88 by \$707,000. Following is a brief summary of how this figure was derived:

1) City's share of new state gas tax revenues - \$395,383

Metro's estimate of revenue the County can expect to receive in FY 87/88 from the new state gas tax (HB 2112) is \$531,000. Portland's share of that under the current intergovernmental agreement is 74.46%, or \$395,383. This is an estimate only, and payment to Portland will be based upon the amount actually received. Although this money won't be paid to Portland until it is actually received by the County (probably mid-July), the payment must be budgeted in 1987/88 in order to accrue it back to the current fiscal year.

2) Increase in 1987 Forest Yield funds, paid in 1988 - \$138,793

An unbudgeted payment was made in 1988 to cover Portland's share of an unexpected second payment of Forest Yield funds received in 1987. An additional \$213,808 was received in 1987. Portland's share of that under the current formula was \$138,793.

3) Increase in 1988 Forest Yield funds - \$148,175

Similarly, the County received \$199,473 more in Forest Yield funds in 1988 than was anticipated in the 1987/88 adopted budget. Portland's share of this increase under the current IGA is \$148,175.

4) Misc. adjustments in calculation - \$25,000 (approx.)

In addition to those factors above, an additional amount of approximately \$25,000 is due to Portland in 1987/88 due to a general increase in state gas tax revenues, above that generated by HB 2112, and an adjustment in the population percentage in the formula (actual 74.46%, budgeted 72%).

Although the increase in payment to Portland is more than offset by increases in Road Fund revenue, new revenues cannot be appropriated for FY 1987/88 without a supplemental budget process. Therefore, the \$707,000 increase is being covered by a transfer from the Road Fund contingency (\$307,000) and by deferring a capital project until next fiscal year (\$400,000). The increase in revenues in 1987/88 has been factored into the Beginning Working Capital for FY 1988/89 and will be used to "pay back" the County's capital program in next year's budget.

This budget modification increases the Road Fund payment to Portland in FY 1987/88 from the budgeted amount of \$7,712,284 to \$8,421,202.

6/23/88

RECEIVED FROM

JANE MCGARVIN

CLERK, BOARD OF COUNTY COMMISSIONERS • MULTNOMAH COUNTY, OREGON

BUDGET

BUDGET MODIFICATION #/NONDEPT'L 16 APPROVED

R-2

1988 JUL -5 PM 12:54
MULTNOMAH COUNTY
OREGON
BOARD OF
COUNTY COMMISSIONERS

CA

PLEASE SIGN & RETURN THIS RECEIPT TO COMMISSIONERS OFFICE

DATE SUBMITTED _____

(For Clerk's Use)

Meeting Date 6/23/88
Agenda No. R-4

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: Convey parcel of County land to Housing
Authority of Portland

Informal Only* _____
(Date)

Formal Only _____
(Date)

DEPARTMENT Environmental Services DIVISION Facilities and Property Mgmt

CONTACT Harold Holub TELEPHONE 3851

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Harold Holub

BRIEF SUMMARY Should include other alternatives explored, if applicable, and clear statement of rationale for the action requested.

Request approval of conveyance of County owned parcel of land (50x100) to the Housing Authority of Portland, adjacent owner, at no cost to Authority. Authority to use this parcel and adjacent parcel of similar size given it by City of Portland, in order to expand its Warehouse Facility.

(IF ADDITIONAL SPACE IS NEEDED, PLEASE USE REVERSE SIDE)

ACTION REQUESTED:

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☐ POLICY DIRECTION ☒ APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA Five (5) Minutes

IMPACT: None

PERSONNEL

☐ FISCAL/BUDGETARY

☐ General Fund

Other _____

88-106
To Holub
Eng / zoning
7/1/88

BOARD OF
COUNTY COMMISSIONERS
1988 JUN 14 PM 4:28
MULTNOMAH COUNTY
OREGON

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: _____

BUDGET / PERSONNEL _____

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) _____

OTHER Harold Holub
(Purchasing, Facilities Management, etc.)

NOTE: If requesting unanimous consent, state situation requiring emergency action on back.

6/23/88

RECEIVED FROM

JANE McGARVIN

CLERK, BOARD OF COUNTY COMMISSIONERS - MULTNOMAH COUNTY, OREGON

FACILITIES MANAGEMENT

ENGINEERING

ZONING

ORDER # 88-106 conveying property to the Housing Authority of Portland

R-4

BOARD OF
COUNTY COMMISSIONERS
1988 JUL -6 AM 11:13
MULTNOMAH COUNTY
OREGON

Adrianne O'Neil

6/23/88

RECEIVED FROM

JANE MCGARVIN

CLERK, BOARD OF COUNTY COMMISSIONERS • MULTNOMAH COUNTY, OREGON

FACILITIES MANAGEMENT

ENGINEERING

ZONING

ORDER # 88-106 conveying property to the Housing Authority of Portland

R-4



BOARD OF
COUNTY COMMISSIONERS

1988 JUL -8 PM 2:51

MULTNOMAH COUNTY
OREGON

6/23/88

RECEIVED FROM JANE MCGARVIN

CLERK, BOARD OF COUNTY COMMISSIONERS • MULTNOMAH COUNTY, OREGON

FACILITIES MANAGEMENT

ENGINEERING

ZONING

ORDER # 88-106 conveying property to the Housing Authority of Portland

R-4

BOARD OF
COUNTY COMMISSIONERS

1988 JUL -5 PM 2:24
MULTNOMAH COUNTY
OREGON

H. L. Holub

PLEASE SIGN & RETURN THIS RECEIPT TO COMMISSIONERS OFFICE



MULTNOMAH COUNTY OREGON

48
5160

BOARD OF COUNTY COMMISSIONERS
ROOM 605, COUNTY COURTHOUSE
1021 S.W. FOURTH AVENUE
PORTLAND, OREGON 97204

GLADYS McCOY • Chair • 248-3308
PAULINE ANDERSON • District 1 • 248-5220
GRETCHEN KAFOURY • District 2 • 248-5219
CAROLINE MILLER • District 3 • 248-5217
POLLY CASTERLINE • District 4 • 248-5213
JANE McGARVIN • Clerk • 248-3277

June 23, 1988

Mr. Paul Yarborough, Director
Department of Environmental Services
2115 SE Morrison
Portland, OR

Dear Mr. Yarborough:

Be it remembered, that at a meeting of the Board of County Commissioners held June 23, 1988, the following action was taken:

In the matter of the Conveyance of County-owned)	
real property to the Housing Authority of)	
Portland; authorizing execution of Bargain and)	ORDER
Sale Deed	R-4)	#88-106

Commissioner Casterline explained these two lots were deeded for road purposes, but no longer needed for that purpose. The lots located adjacent to the Housing Authority, will be vacated and given to the Housing Authority of Portland; and will accompany two lots donated by the City of Portland for expansion of the Housing Authority warehouse facility.

Upon motion of Commissioner Miller, duly seconded by Commissioner Kafoury, it is unanimously

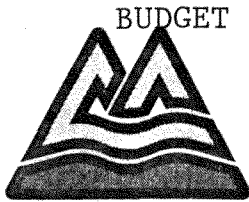
ORDERED that said matter be approved.

Very truly yours,

BOARD OF COUNTY COMMISSIONERS

By Jane McGarvin
Jane McGarvin
Clerk of the Board

jm
cc: Budget
Finance
Facilities & Property Management



MULTNOMAH COUNTY OREGON

48
5160

BOARD OF COUNTY COMMISSIONERS
ROOM 605, COUNTY COURTHOUSE
1021 S.W. FOURTH AVENUE
PORTLAND, OREGON 97204

GLADYS McCOY • Chair • 248-3308
PAULINE ANDERSON • District 1 • 248-5220
GRETCHEN KAFOURY • District 2 • 248-5219
CAROLINE MILLER • District 3 • 248-5217
POLLY CASTERLINE • District 4 • 248-5213
JANE McGARVIN • Clerk • 248-3277

June 23, 1988

Mr. Paul Yarborough, Director
Department of Environmental Services
2115 SE Morrison
Portland, OR

Dear Mr. Yarborough:

Be it remembered, that at a meeting of the Board of County Commissioners held June 23, 1988, the following action was taken:

In the Matter of Adopting a Budget Policy to Carry)	RESOLUTION
Over Appropriations for Certain Projects to)	#88-107
Following Fiscal Year R-5)	

Commissioner Miller explained this action sets forth a process to provide encumbered capital improvement projects which have been partially paid, and projects still in the planning stage money for emergency situations; and at the same time, provide the Board with information regarding which projects are encumbered. She reported the Finance Committee recommends approval of the Resolution; and moved approval, duly seconded by Commissioner Anderson.

Commissioner Anderson asked if this policy is not a policy already in practice.

Commissioner Miller said she had been requesting this type of policy for sometime because projects that are delayed or backed-up create money pools and create the false impression the money is available for other program expenditures. She cautioned the Board this process will not endanger encumbered projects or those in process, but applies only in emergency situations, and provides the Board with more accurate information.

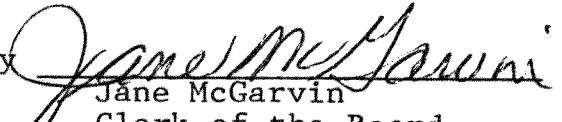
At this time, the motion was considered, and it is unanimously

-2-

ORDERED that said Resolution be approved.

Very truly yours,

BOARD OF COUNTY COMMISSIONERS

By 
Jane McGarvin
Clerk of the Board

jm
cc: Budget
Facilities & Property Management

DATE SUBMITTED _____

BD
JUN 13 1988

(For Clerk's Use)

Meeting Date 6/16/88
Agenda No. R-5

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: Capital improvement carryover policy

Informal Only* _____
(Date)

Formal Only _____
(Date)

DEPARTMENT Environmental Services DIVISION Facilities & Property Management.

CONTACT F. Wayne George TELEPHONE 248-3322

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD F. Wayne George

BRIEF SUMMARY Should include other alternatives explored, if applicable, and clear statement of rationale for the action requested.

Establishes policy which provides mechanism for board of County Commissioners to formally act on carryover amounts in the Capital Improvement Project Section.

(IF ADDITIONAL SPACE IS NEEDED, PLEASE USE REVERSE SIDE)

ACTION REQUESTED:

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☐ POLICY DIRECTION ☒ APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 5 minutes

IMPACT:

PERSONNEL

☐ FISCAL/BUDGETARY

☐ - General Fund

Other _____

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: [Signature]

BUDGET / PERSONNEL [Signature]

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) [Signature]

OTHER [Signature]
(Purchasing, Facilities Management, etc.)

NOTE: If requesting unanimous consent, state situation requiring emergency action on back.



MULTNOMAH COUNTY OREGON

49
5160

BOARD OF COUNTY COMMISSIONERS
ROOM 605, COUNTY COURTHOUSE
1021 S.W. FOURTH AVENUE
PORTLAND, OREGON 97204

GLADYS McCOY • Chair • 248-3308
PAULINE ANDERSON • District 1 • 248-5220
GRETCHEN KAFOURY • District 2 • 248-5219
CAROLINE MILLER • District 3 • 248-5217
POLLY CASTERLINE • District 4 • 248-5213
JANE McGARVIN • Clerk • 248-3277

June 23, 1988

Ms. Linda Alexander, Director
Department of General Services
1120 SW Fifth
Portland, OR

Dear Ms. Alexander:

Be it remembered, that at a meeting of the Board of County Commissioners held June 23, 1988, the following action was taken:

In the matter of the Authorization to Issue)	RESOLUTION
Certificates of Participation to Finance the)	#88-108
Acquisition and Remodeling of the Gill Building) R-6	

Dave Boyer, Finance Manager, explained this Resolution will authorize the Finance Division to execute the documents, finance the acquisition, and the remodeling of the J.K. Gill Building. He said that if this Resolution is approved, there will be another Resolution before the Board June 30 in which the costs and technical aspects of the Lease Purchase Agreement will be set forth. This matter is the first phase of the process to authorize purchase with the underwriters.

Commissioner Miller moved approval of the Resolution, duly seconded by Commissioner Kafoury.

Commissioner Anderson asked if the approval of the Resolution meant the Board approves remodeling the Gill Building.

Mr. Boyer explained the Board will have authority to participate or not participate in the remodeling if the dollar amounts presented June 30 are not acceptable; and that the Resolution only completes the process of getting the financing for the project underway.

Commissioner Anderson expressed her opinions regarding the cost of remodeling, and said she feels more Board discussion should take place before approval is given.

Commissioner Miller explained the Finance Committee had approved moving ahead with the process because there was a time line to be met for documentation to be prepared; and that the matter will come to the Board again for consideration.

At this time, the motion was considered, and it is unanimously

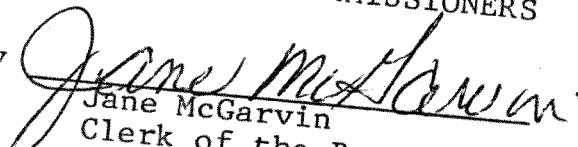
ORDERED that said Resolution be approved.

Mr. Boyer discussed remodeling costs, and the process for approved project expenditures; and/or the return of monies should projects not meet use requirements. The Board has the option of approving or denying separate remodeling projects should costs not be appropriate.

Very truly yours,

BOARD OF COUNTY COMMISSIONERS

By


Jane McGarvin
Clerk of the Board

jm
cc: Finance
County Counsel

DATE SUBMITTED June 3, 1988

(For Clerk's Use)

Meeting Date

Agenda No.

6/23/88

R-6

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: Certificates of Participation Resolution

Informal Only* _____
(Date)

Formal Only June 23, 1988
(Date)

DEPARTMENT DGS DIVISION Finance

CONTACT Dave Boyer TELEPHONE 3290

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD David Boyer

BRIEF SUMMARY Should include other alternatives explored, if applicable, and clear statement of rationale for the action requested.

Resolution authorizes Finance to execute required documents to finance the acquisition and remodeling of the Gill Building by issuing Certificates of Participation.

(IF ADDITIONAL SPACE IS NEEDED, PLEASE USE REVERSE SIDE)

ACTION REQUESTED:

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☐ POLICY DIRECTION ☒ RATIFICATION

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 5 to 10 minutes

IMPACT:

PERSONNEL

☒ FISCAL/BUDGETARY

☐ General Fund

Other Principal and Interest repayment to be budgeted in Capital Reserve Fund.

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: Minda D. Alexander

BUDGET / PERSONNEL Malinda J. Feely

COUNTY COUNSEL (Ordinances, Resolution, Agreements, Contracts) [Signature]

OTHER _____

(Purchasing, Facilities Management, etc.)

NOTE: If requesting unanimous consent, state situation requiring emergency action on back.

88-108

BOARD OF
COUNTY COMMISSIONERS
1988 JUN 14 PM 4:28
MULTNOMAH COUNTY
OREGON

DATE SUBMITTED June 3, 1988

(For Clerk's Use)

Meeting Date 6/16/88

Agenda No. R-7

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: Amend Ordinance #409

2nd Reading
6/30/88 R-22

Informal Only* _____
(Date)

Formal Only June 23, 1988
(Date)

DEPARTMENT DGS DIVISION Finance

CONTACT Dave Boyer TELEPHONE 3290

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD David Boyer

BRIEF SUMMARY Should include other alternatives explored, if applicable, and clear statement of rationale for the action requested.

Amend Ordinance #409. Amendment has been approved by Investment Advisory Board and Finance Committee. Investment Advisory Board requested meetings be held semi-annually unless required.

(IF ADDITIONAL SPACE IS NEEDED, PLEASE USE REVERSE SIDE)

ACTION REQUESTED:

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☐ POLICY DIRECTION ☒ RATIFICATION

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 5 to 10 minutes

IMPACT:

PERSONNEL

☐ FISCAL/BUDGETARY (NONE)

☐ General Fund

Other _____

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: [Signature]

BUDGET / PERSONNEL [Signature]

COUNTY COUNSEL (Ordinances, Resolution, Agreements, Contracts) [Signature]

OTHER _____
(Purchasing, Facilities Management, etc.)

NOTE: If requesting unanimous consent, state situation requiring emergency action on back.

2045F

BOARD OF
COUNTY COMMISSIONERS
1988 JUN 14 PM 4:29
MULTNOMAH COUNTY
OREGON

ORDINANCE FACT SHEET

Title Investment Advisory Board Effective Date Upon Passage

Brief Statement of purpose of ordinance (include the rationale for adoption of ordinance, a description of persons benefited, and other alternatives explored).

Amend Ordinance #409. Amendment has been approved by Investment Advisory Board and Finance Committee.

What other local jurisdictions in the metropolitan area have enacted similar legislation?

What has been the experience in other areas with this type of legislation?

What authority is there for Multnomah County to adopt this legislation? (State statute, home rule charter). Are there constitutional problems?

ORS 294.135 (No)

Fiscal Impact Analysis

None.

(If space is inadequate, please use other side)

SIGNATURES:

Office of County Counsel

Department Head

Liaison Commissioner

BEFORE THE BOARD OF COMMISSIONERS

For the County of Multnomah

ORDINANCE NO. _____

An Ordinance relating to the Investment Advisory Board, and amending Ordinance No. 409. (Bracketed items deleted and bold items added.0

Multnomah County Ordains as follows:

Section 1. Amendment.

Section 2 of Ordinance No. 409 is amended to read:

The Board shall consist of 3 people appointed by the County [Executive] **Chair** with the approval of the Board of County Commissioners. Members shall serve three year terms and be eligible for reappointment.

Section 2. Amendment.

Section 3 of Ordinance No. 409 is amended to read:

The Committee shall meet [at least once every three months] **semi-annually.**

Section 3. Adoption.

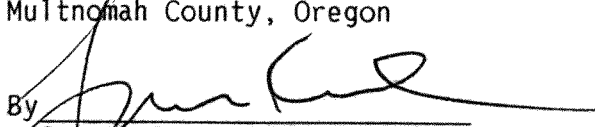
This Ordinance, being necessary for the health, safety, and general welfare of the people of Multnomah County, shall take effect on the thirtieth (30th) day after its adoption, pursuant to Section 5.50 of the Charter of Multnomah County.

ADOPTED this _____ day of _____, 1988, upon passage following its reading.

BY _____
GLADYS MCCOY
Multnomah County Chair

APPROVED AS TO FORM:

LAURENCE KRESSEL
County Counsel for
Multnomah County, Oregon

By 
County Counsel

2153F/DB/kd

BEFORE THE BOARD OF COUNTY COMMISSIONERS

MULTNOMAH COUNTY, OREGON

Ordinance No. 409

An ordinance creating the Investment Advisory Board.

Multnomah County ordains as follows:

Section 1.

There is hereby established the Multnomah County Investment Advisory Board. The board shall review and advise on the County's Investment performance and existing investment plan.

Section 2.

The Board shall consist of 3 people appointed by the County Executive with the approval of the Board of Commissioners. Members shall serve three year terms and be eligible for reappointment.

Section 3.

The Committee shall meet at least once every three months.

Adopted this 5th day of January, 1984 being the date of its second reading before the Board of Commissioners of Multnomah County, Oregon.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

(SEAL)

Arnold Biskar
Presiding Officer

Authenticated this 6th day of January 1983

APPROVED AS TO FORM:

JOHN B. LEAHY, COUNTY COUNSEL
FOR MULTNOMAH COUNTY, OREGON

John B. Leahy

Ken Burr
County Executive



MULTNOMAH COUNTY OREGON

BOARD OF COUNTY COMMISSIONERS
ROOM 605, COUNTY COURTHOUSE
1021 S.W. FOURTH AVENUE
PORTLAND, OREGON 97204

GLADYS McCOY • Chair • 248-3308
PAULINE ANDERSON • District 1 • 248-5220
GRETCHEN KAFOURY • District 2 • 248-5219
CAROLINE MILLER • District 3 • 248-5217
POLLY CASTERLINE • District 4 • 248-5213
JANE MCGARVIN • Clerk • 248-3277

June 23, 1988

Ms. Linda Alexander, Director
Department of General Services
1120 SW Fifth
Portland, OR

Dear Ms. Alexander:

Be it remembered, that at a meeting of the Board of County Commissioners held June 23, 1988, the following action was taken:

First Reading - An Ordinance relating to the)
Investment Advisory Board, and amending Ordinance)
No. 409 R-7)

Copies of the above-entitled Ordinance were available to all persons wishing a copy. Ordinance was read by title only.

A hearing was held; no one wished to testify.

Commissioner Miller explained the changes in the Ordinance are: 1) change the word [Executive] to Chair; and to change the reporting period from [every three months] to semi-annually. She moved, duly seconded by Commissioner Anderson, unanimously

ORDERED that the First Reading of the above-entitled ordinance be approved, and the Second Reading be heard June 30, 1988 at 9:30 AM in Room 602 of the County Courthouse.

Very truly yours,

BOARD OF COUNTY COMMISSIONERS

By *Jane McGarvin*
Jane McGarvin
Clerk of the Board

jm
cc: County Counsel
Finance



MULTNOMAH COUNTY OREGON

BOARD OF COUNTY COMMISSIONERS
ROOM 605, COUNTY COURTHOUSE
1021 S.W. FOURTH AVENUE
PORTLAND, OREGON 97204

GLADYS McCOY • Chair • 248-3308
PAULINE ANDERSON • District 1 • 248-5220
GRETCHEN KAFOURY • District 2 • 248-5219
CAROLINE MILLER • District 3 • 248-5217
POLLY CASTERLINE • District 4 • 248-5213
JANE McGARVIN • Clerk • 248-3277

June 23, 1988

Ms. Linda Alexander, Director
Department of General Services
1120 SW Fifth
Portland, OR

Dear Ms. Alexander:

Be it remembered, that at a meeting of the Board of County Commissioners held June 23, 1988, the following action was taken:

Second Reading - An Ordinance in the Matter of)	
Adoption of Salary Ranges for Fiscal Year 1988-89)	ORDINANCE
for Employees Covered by the Exempt Classifica-)	NO. 580
tion/Compensation Plan R-8)	

Copies of the above-entitled Ordinance were available to all persons wishing a copy. Ordinance was read by title only.

A hearing was held; no one wished to testify.

Dr. Lloyd Williams, Employee Relations Director, explained that both the classification and salary determinations were made through negotiation; Corrections Officers (arbitration), and Deputy District Attorney (labor negotiations).

Upon motion of Commissioner Miller, duly seconded by Commissioner Anderson, it is unanimously

ORDERED that said Ordinance be adopted.

Very truly yours,

BOARD OF COUNTY COMMISSIONERS

By

Jane McGarvin
Jane McGarvin
Clerk of the Board

jm
cc: County Counsel
Employee Relations

DATE SUBMITTED _____

(For Clerk's Use)

Meeting Date 6/16/88

Agenda No. R-8

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: Exempt Compensation

Informal Only* _____
(Date)

Formal Only June 16, 1988
(Date)

DEPARTMENT DGS DIVISION Employee Relations

CONTACT Lloyd C. Williams TELEPHONE 248-5015

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Lloyd C. Williams

BRIEF SUMMARY Should include other alternatives explored, if applicable, and clear statement of rationale for the action requested.

Increases the salary ranges for all exempt classes by 3.0% except two classes that increase 10.0% and 10.9%. Adopts exempt salary ranges for fiscal year 1988-89.

ord 580

(IF ADDITIONAL SPACE IS NEEDED, PLEASE USE REVERSE SIDE)

ACTION REQUESTED:

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☐ POLICY DIRECTION ☒ RATIFICATION

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 20 minutes

IMPACT:

PERSONNEL

☒ FISCAL/BUDGETARY

☒ General Fund

Other _____

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: Linda J. Alexander

BUDGET / PERSONNEL Donald H. Windley 6/16/88 Margie J. Feely

COUNTY COUNSEL (Ordinances, Resolution, Agreements, Contracts) J. R. J.

OTHER _____

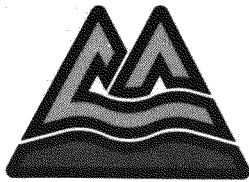
(Purchasing, Facilities Management, etc.)

NOTE: If requesting unanimous consent, state situation requiring emergency action on back.

0990M/MF/1d

BOARD OF
COUNTY COMMISSIONERS
1988 JUN - 7 PM 2:41
MULTNOMAH COUNTY
OREGON

*To Print
Shop 7/1/88*



MULTNOMAH COUNTY OREGON

DEPARTMENT OF GENERAL SERVICES
PORTLAND BUILDING
1120 S.W. FIFTH, 14TH FLOOR
PORTLAND, OR 97204-1934

OFFICE OF THE DIRECTOR
BUDGET & MANAGEMENT
ANALYSIS
COUNTY COUNSEL
EMPLOYEE RELATIONS
FINANCE DIVISION

(503) 248-3303
(503) 248-3883
(503) 248-3138
(503) 248-5015
(503) 248-3312

BOARD OF COUNTY COMMISSIONERS
GLADYS McCOY, CHAIR
PAULINE ANDERSON
POLLY CASTERLINE
GRETCHEN KAFOURY
CAROLINE MILLER

MEMORANDUM

TO: Lloyd C. Williams, Director
Employee Relations Division

FROM: Susan Ayers *S. Ayers*
Senior Personnel Analyst

DATE: May 31, 1988

SUBJECT: 1988-89 Exempt Compensation Plan

Attached is an Ordinance which increases the salary ranges for all exempt classifications by 3.0%, with the following exceptions:

<u>Class</u>	<u>Percent Increase</u>
Corrections Program Manager 1	10.0%
Deputy District Attorney/Chief	10.9%

These increases are necessary to alleviate salary compression caused by represented employees reporting to these managers receiving larger increases than their supervisors in the last few years.

2024F/SA/1d

Attachment

C:123\ BUD 89 \PAYRAISE.WK1

Date: 01-Jun-88

Note: Figures based on Approved Budget amounts
Increase is 3% unless otherwise noted

Fund	88-89 Approved	Increase	New Total
GENERAL			
DHS	\$894,725	\$26,842	\$921,567
DJS	\$1,682,048	\$50,461	\$1,732,509
DES	\$703,222	\$21,097	\$724,319
DGS	\$2,133,918	\$64,018	\$2,197,936
NOND	\$946,774	\$28,403	\$975,177
Chief Deputy DA (10.9% increase)	\$209,555	\$22,841	\$232,396
Corrections PM1 (10% increase)	\$278,473	\$27,847	\$306,320
Subtotal	\$6,848,715	\$241,509	\$7,090,224
FEDERAL/STATE			
DHS	\$3,178,940	\$95,368	\$3,274,308
DJS	\$262,033	\$7,861	\$269,894
DES	\$119,613	\$3,588	\$123,201
Subtotal	\$3,560,586	\$106,818	\$3,667,404
ROAD FUND	\$686,254	\$20,588	\$706,842
ANIMAL CONTROL	\$106,027	\$3,181	\$109,208
BRIDGES	\$112,475	\$3,374	\$115,849
FAIR	\$21,596	\$648	\$22,244
FLEET	\$83,836	\$2,515	\$86,351
CABLE	\$32,595	\$978	\$33,573
TELEPHONE	\$37,208	\$1,116	\$38,324
DATA PROCESSING	\$370,358	\$11,111	\$381,469
INSURANCE	\$63,517	\$1,906	\$65,423
TOTAL ALL FUNDS	\$11,923,167	\$393,743	\$12,316,910

2170026

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BEFORE THE BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

In the Matter of Adoption of Salary)
Ranges for Fiscal Year 1988-89 for)
Employees Covered by the Exempt)
Classification/Compensation Plan.)

ORDINANCE NO. 580

WHEREAS, the Personnel Officer is responsible for recommending to the Board of County Commissioners salary ranges for the Exempt Compensation Plan;

NOW, THEREFORE, Multnomah County ordains as follows:

Section 1. Ordinance No. 555 is hereby repealed.

Section 2. the July 1, 1988, Salary Rates for each classification as shown in Exhibit A are hereby adopted.

ADOPTED this _____ day of _____, 1988, being the date of its second reading before the Board of County Commissioners of Multnomah County, Oregon.

Adopted this 23rd day of June, 1988, upon passage following its reading.

(SEAL.)

By Gladys McCoy
GLADYS MCCOY
Multnomah County Chair

APPROVED AS TO FORM:

LAURENCE KRESSEL
County Counsel for
Multnomah County, Oregon

By Laurence Kessel
County Counsel

2025F



MULTNOMAH COUNTY OREGON

BOARD OF COUNTY COMMISSIONERS
ROOM 605, COUNTY COURTHOUSE
1021 S.W. FOURTH AVENUE
PORTLAND, OREGON 97204

GLADYS McCOY • Chair • 248-3308
PAULINE ANDERSON • District 1 • 248-5220
GRETCHEN KAFOURY • District 2 • 248-5219
CAROLINE MILLER • District 3 • 248-5217
POLLY CASTERLINE • District 4 • 248-5213
JANE McGARVIN • Clerk • 248-3277

June 23, 1988

Ms. Linda Alexander, Director
Department of General Services
1120 SW Fifth
Portland, OR

Dear Ms. Alexander:

Be it remembered, that at a meeting of the Board of County Commissioners held June 23, 1988, the following action was taken:

Second Reading - An Ordinance making certain)	ORDINANCE
revisions to the Risk Management Code MCC Chapter))	NO. 581
2.60	R-9)	

Copies of the above-entitled Ordinance were available to all persons wishing a copy. Ordinance was read by title only.

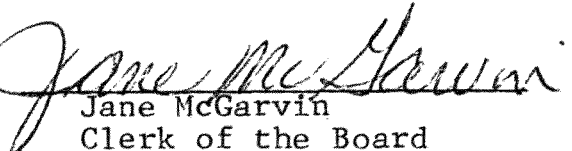
A hearing was held; no one wished to testify.

Commissioner Miller explained the purpose of the ordinance; and commended Linda Alexander, General Services Director, for the excellent work of developing the ordinance. She moved, duly seconded by Commissioner Anderson, and unanimously

ORDERED that said Ordinance be adopted.

Very truly yours,

BOARD OF COUNTY COMMISSIONERS

By 
Jane McGarvin
Clerk of the Board

jm
cc: County Counsel

DATE SUBMITTED _____

(For Clerk's Use)

Meeting Date 6/16/88

Agenda No. R-9

REQUEST FOR PLACEMENT ON THE AGENDA Shed 6/23/88 R-9

Subject: Risk Management Program

Informal Only* June 14, 1988
(Date)

Formal Only June 16, 1988
(Date)

DEPARTMENT General Services DIVISION Director's Office

CONTACT Linda Alexander TELEPHONE 248-3300

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Sharon Wylie

BRIEF SUMMARY Should include other alternatives explored, if applicable, and clear statement of rationale for the action requested.

Updates language of Risk Management Program, MCC 2.60 to reflect charter changes and new program design. The language strengthens the policy on prevention and support for managers in risk management activities.

(IF ADDITIONAL SPACE IS NEEDED, PLEASE USE REVERSE SIDE)

ACTION REQUESTED:

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☐ POLICY DIRECTION ☒ RATIFICATION

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 15 minutes

IMPACT:

PERSONNEL

☐ FISCAL/BUDGETARY

☐ General Fund

Other Insurance Fund

*To print
Shed
7/1/88*

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1988 JUN -7 PM 2:41

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: [Signature]

BUDGET / PERSONNEL Malinda Feely

COUNTY COUNSEL (Ordinances, Resolution, Agreements, Contracts) [Signature]

OTHER [Signature]
(Purchasing, Facilities Management, etc.)

NOTE: If requesting unanimous consent, state situation requiring emergency action on back.

original
Revised ord
6/15/88 581

submitted 6/16/88

(**Bold** and underlined sections are new or replacements; [bracketed] sections are deleted.)

BEFORE THE BOARD OF COMMISSIONERS

FOR THE COUNTY OF MULTNOMAH

ORDINANCE NO. 581

An ordinance making certain revisions to the Risk Management Code MCC Chapter 2.60.

Multnomah County ordains as follows:

Section 1. Findings

(1) In October 1987, the Multnomah County Auditor released an audit of the Risk Management Program of Multnomah County recommending the strengthening of prevention and loss identification efforts and centralizing of several decentralized risk management functional areas.

(2) The Department of General Services responded to the audit with a six month program development project that identified the formal and informal risk management efforts within the county and made recommendations on expansion and funding of deficient program areas. The program development report was presented to the Board of County Commissioners in May 1988 to be implemented in July of 1988 with the new budget year. The program report is called "Risk Management: A Comprehensive Program Model for Multnomah County."

(3) In reviewing the existing Multnomah County Code and Ordinance 381, it was determined that the charter change that created the office of County Chair and replaced the County Executive form of government, plus the enhancements recommended by the program development project and by the audit, made it necessary to amend the ordinance and code. Those changes were requested by the Board on May 31, 1988 and submitted for the Board's consideration at their June 16, 1988 meeting.

Section 2. Amendment.

MCC 2.60.115 is amended to read as follows:

Risk management policy.

The Board of County Commissioners recognizes that a coordinated risk management program is important to the preservation of County assets, the safety of its employees, and the financial interest of Multnomah County's residents. Multnomah County's policy, with respect to the management of all risks of accidental loss, shall have as its objectives:

(A) The protection of the County against the financial consequences of accidental losses.

(B) The preservation of County's assets and public service capabilities from loss, destruction or depletion.

(C) [The minimization of the long-term cost to County of all activities related to the identification, prevention and control of accidental losses and their consequences.] The promotion of a balanced, comprehensive and cost-effective mix of exposure identification, risk evaluation, risk treatment and program implementation and monitoring activities.

(D) The creation of a coordinated management program with internal reporting procedures for incident and claim reporting of all losses incurred by the County, providing a constant assessment of fluctuating exposure to loss, loss-bearing capacity and available financial resources, including insurance.

(E) The establishment, to the extent possible, of an exposure-free County work and service environment in which County employees as well as members of the public can enjoy safety and security in the course of their daily activities.

Section 3. Amendment.

MCC 2.60.120 is amended to read as follows:

Insurance Fund

(A) The County has an Insurance Fund (Fund) created by the Board of County Commissioners separate from the General Fund. The Fund was created to centrally account for all expenditures and reserves associated with the protection of the County's assets, employees, programs and operations. Accounts are established in the Fund for the financial administration of the workers' compensation, general liability, auto, property, employee medical/dental care benefits, life insurance, long-term disability, and unemployment insured and self-insured programs.

(B) Revenue Sources: Appropriations to the Fund will be made as provided in MCC 2.60.130 (B).

(C) Disbursements: In accordance with code and administrative procedures, the following expenditures may be charged to the Insurance Fund accounts:

(1) Insurance premiums for County operations.

(2) Costs and expenses related to administration, investigation, adjustment and litigation of all insured and uninsured claims, and loss arising from the County's operations.

(3) All costs for repairing and replacing personal property, money, and improvements to real property owned or leased by the County to the extent the County has contractually assumed risk of loss, where such property losses are within the coverage and retention level of insurance coverage carried by the County.

(4) Assessments, licenses, fees, and bonds promulgated by state statute.

(5) Employee workers' compensation claim expenditures in accordance with applicable statutes.

(6) County risk management administration expenses.

(7) [Loss prevention expenditures for: minor unanticipated projects not budgeted by the departments needed to immediately reduce loss frequency expense and comply with state/federal safety and health regulations.] (7) Prevention programs and projects may be funded by the Insurance Fund if they:

(a) Are clearly targeted toward loss control, and are inappropriate for either a budget modification or the regular budget process, or

(b) Are beneficial to all departments, or

(c) Reduce the costs of loss immediately, or

(d) Reduce the administrative costs of the risk management program, or

(e) Are mandated by state or federal law and affect more than one department.

Capital projects are excluded unless specifically approved by the Board of County Commissioners.

(8) County unemployment obligations and related administrative expenditures.

(9) Employee medical/dental health care claims, health promotion programs, and related administrative expenditures.

(10) Any other insurance or self-insurance related expenditures as deemed appropriate by the [County Executive] County Chair within standard budgetary procedures.

(D) Fund Reporting: A report shall be provided semi-annually to the [County Executive] County Chair and Board of County Commissioners on the financial status of the Insurance Fund Accounts.

(E) Fund Balance: The Insurance Fund balance shall be maintained at a level to pay all claims, premiums, administration expenditures, reserves and future reserves for incurred but not reported (IBNR) claims. Amounts shall not be transferred from the Insurance Fund unless a program defined by Subsection (A) is discontinued without further financial obligation and/or it is determined by a qualified independent actuary that the fund level may be adjusted.

(F) An actuarial evaluation shall be performed by a qualified independent actuary on the worker's compensation and liability sections of the self-insurance fund at least once every three years.

Section 4. Amendment.

MCC 2.60.130 is amended to read as follows:

Risk management function

(A) The Department of General Services shall direct and manage all risk management and insurance programs for Multnomah County. Authority granted to the department may be delegated as deemed appropriate by the Director of the Department of General Services [to the Risk Management Section of the Finance Division.] Authority granted to the Department includes, but is not limited to, the following authority:

(1) To purchase all insurance coverage required by law and contracts, or desirable for the effective and efficient operation of County government including, but not limited to: casualty insurance, property insurance, workers' compensation insurance, and other specialty forms of coverage.

(2) To consolidate insurance coverage and combine with self-insurance as is in the best interest of the County.

(3) To acquire actuarial, claims management, investigative and appraisal services for insured and self-insured program administration.

(4) To promulgate rules and procedures to govern the administration of the County's insurance and risk management activities.

(5) To administer all loss and claims arising from and out of the County's operations including, but not limited to, the County's liability, auto, property, workers' compensation, employee health care benefits and unemployment exposures.

(6) To coordinate the claims activity internally and/or with contracted claims service providers, legal counsel, department management and insurance companies.

(7) To identify loss exposures and administer programs to control and minimize losses sustained on County assets and property.

(8) To develop and maintain an information system for timely and accurate recording of loss experience, insurance premiums, property values, insurance fund cash flow and reserving obligations and other identified risk related information.

(9) To develop manuals and programs for training County personnel on loss control/safety techniques.

(10) To ascertain that contributions to the fund are adequate and appropriations and reserve balances are financially and actuarially sound.

(B) The Department of General Services may apportion to and collect from each County department office, board, or commission its contribution to a total sum for loss reserves, administrative expenses, insurance premiums, and loss expenditures. The contribution shall be based, wherever appropriate, upon the relative exposure and loss experience of each department for each aspect of risk and will be maintained in the County's Insurance Fund and subject to annual budgetary approval.

ORDINANCE FACT SHEET

Title Risk Management Program Effective Date June 16, 1988

Brief Statement of purpose of ordinance (include the rationale for adoption of ordinance, a description of persons benefited, and other alternatives explored).

Updates language of MCC 2.60 to reflect charter changes and new program design. The purpose strengthens the policy on loss prevention and support for managers in risk management activities.

What other local jurisdictions in the metropolitan area have enacted similar legislation?

Clackamas County, City of Portland and Washington County.

What has been the experience in other areas with this type of legislation?

When implemented fully, risk management programs assist in controlling costs and loss.

What authority is there for Multnomah County to adopt this legislation? (State statute, home rule charter). Are there constitutional problems?

ORS 294.135 (No)

Fiscal Impact Analysis

None.

(If space is inadequate, please use other side)

SIGNATURES:

Office of County Counsel

Department Head

Liaison Commissioner

2090F

(**Bold** and underlined sections are new or replacements; [bracketed] sections are deleted.)

BEFORE THE BOARD OF COMMISSIONERS

FOR THE COUNTY OF MULTNOMAH

ORDINANCE NO. _____

An ordinance making certain revisions to the Risk Management Code MCC Chapter 2.60.

Multnomah County ordains as follows:

Section 1. Findings

(1) In October 1987, the Multnomah County Auditor released an audit of the Risk Management Program of Multnomah County recommending the strengthening of prevention and loss identification efforts and centralizing of several decentralized risk management functional areas.

(2) The Department of General Services responded to the audit with a six month program development project that identified the formal and informal risk management efforts within the county and made recommendations on expansion and funding of deficient program areas. The program development report was presented to the Board of County Commissioners in May 1988 to be implemented in July of 1988 with the new budget year. The program report is called "Risk Management: A Comprehensive Program Model for Multnomah County."

(3) In reviewing the existing Multnomah County Code and Ordinance 381, it was determined that the charter change that created the office of County Chair and replaced the County Executive form of government, plus the enhancements recommended by the program development project and by the audit, made it necessary to amend the ordinance and code. Those changes were requested by the Board on May 31, 1988 and submitted for the Board's consideration at their June 16, 1988 meeting.

Section 2. Amendment.

MCC 2.60.115 is amended to read as follows:

Risk management policy.

The Board of County Commissioners recognizes that a coordinated risk management program is important to the preservation of County assets, the safety of its employees, and the financial interest of Multnomah County's residents. Multnomah County's policy, with respect to the management of all risks of accidental loss, shall have as its objectives:

(A) The protection of the County against the financial consequences of accidental losses.

(B) The preservation of County's assets and public service capabilities from loss, destruction or depletion.

(C) [The minimization of the long-term cost to County of all activities related to the identification, prevention and control of accidental losses and their consequences.] The promotion of a balanced, comprehensive and cost-effective mix of exposure identification, risk evaluation, risk treatment and program implementation and monitoring activities.

(D) The creation of a coordinated management program with internal reporting procedures for incident and claim reporting of all losses incurred by the County, providing a constant assessment of fluctuating exposure to loss, loss-bearing capacity and available financial resources, including insurance.

(E) The establishment, to the extent possible, of an exposure-free County work and service environment in which County employees as well as members of the public can enjoy safety and security in the course of their daily activities.

Section 3. Amendment.

MCC 2.60.120 is amended to read as follows:

Insurance Fund

(A) The County has an Insurance Fund (Fund) created by the Board of County Commissioners separate from the General Fund. The Fund was created to centrally account for all expenditures and reserves associated with the protection of the County's assets, employees, programs and operations. Accounts are established in the Fund for the financial administration of the workers' compensation, general liability, auto, property, employee medical/dental care benefits, life insurance, long-term disability, and unemployment insured and self-insured programs.

(B) Revenue Sources: Appropriations to the Fund will be made as provided in MCC 2.60.130 (B).

(C) Disbursements: In accordance with code and administrative procedures, the following expenditures may be charged to the Insurance Fund accounts:

(1) Insurance premiums for County operations.

(2) Costs and expenses related to administration, investigation, adjustment and litigation of all insured and uninsured claims, and loss arising from the County's operations.

(3) All costs for repairing and replacing personal property, money, and improvements to real property owned or leased by the County to the extent the County has contractually assumed risk of loss, where such property losses are within the coverage and retention level of insurance coverage carried by the County.

(4) Assessments, licenses, fees, and bonds promulgated by state statute.

(5) Employee workers' compensation claim expenditures in accordance with applicable statutes.

(6) County risk management administration expenses.

(7) Loss prevention expenditures for: [minor unanticipated projects not budgeted by the departments needed to immediately reduce loss frequency expense and comply with state/federal safety and health regulations.] unanticipated, high priority projects not budgeted by departments, loss prevention activities benefitting all departments, projects targeted to reduce costs of loss and risk management, activities mandated by state and federal law.

(8) County unemployment obligations and related administrative expenditures.

(9) Employee medical/dental health care claims, health promotion programs, and related administrative expenditures.

(10) Any other insurance or self-insurance related expenditures as deemed appropriate by the [County Executive] County Chair within standard budgetary procedures.

(D) Fund Reporting: A report shall be provided semi-annually to the [County Executive] County Chair and Board of County Commissioners on the financial status of the Insurance Fund Accounts.

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(2) To consolidate insurance coverage and combine with self-insurance as is in the best interest of the County.

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Section 5. Amendment.

MCC 2.60.140 is amended to read as follows:

Loss Prevention

Departments shall be responsible to conform with County, State and Federal safety standards. Each administrator, manager, and supervisor shall be responsible to conduct their operations in a manner which will safeguard the County's assets from loss or damage and employees from employment related

DATE SUBMITTED _____

(For Clerk's Use)

Meeting Date _____

Agenda No. _____

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: Risk Management Program

Informal Only* June 14, 1988
(Date)

Formal Only June 16, 1988
(Date)

DEPARTMENT General Services DIVISION Director's Office

CONTACT Linda Alexander TELEPHONE 248-3300

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Sharon Wylie

BRIEF SUMMARY Should include other alternatives explored, if applicable, and clear statement of rationale for the action requested.

Updates language of Risk Management Program, MCC 2.60 to reflect charter changes and new program design. The language strengthens the policy on prevention and support for managers in risk management activities.

(IF ADDITIONAL SPACE IS NEEDED, PLEASE USE REVERSE SIDE)

ACTION REQUESTED:

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☐ POLICY DIRECTION ☒ RATIFICATION

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 15 minutes

IMPACT:

PERSONNEL

☐ FISCAL/BUDGETARY

☐ General Fund

Other Insurance Fund

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: [Signature]

BUDGET / PERSONNEL [Signature]

COUNTY COUNSEL (Ordinances, Resolution, Agreements, Contracts) [Signature]

OTHER _____
(Purchasing, Facilities Management, etc.)

NOTE: If requesting unanimous consent, state situation requiring emergency action on back.

ORDINANCE FACT SHEET

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ORS 294.135 (No)

Fiscal Impact Analysis

None.

(If space is inadequate, please use other side)

SIGNATURES:

Office of County Counsel

Department Head

Liaison Commissioner

(**Bold and underlined** sections are new or replacements; [bracketed] sections are deleted.)

BEFORE THE BOARD OF COMMISSIONERS

FOR THE COUNTY OF MULTNOMAH

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(3) To acquire actuarial, claims management, investigative and appraisal services for insured and self-insured program administration.

(4) To promulgate rules and procedures to govern the administration of the County's insurance and risk management activities.

(5) To administer all loss and claims arising from and out of the County's operations including, but not limited to, the County's liability, auto, property, workers' compensation, employee health care benefits and unemployment exposures.

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(7) To identify loss exposures and administer programs to control and minimize losses sustained on County assets and property.

(8) To develop and maintain an information system for timely and accurate recording of loss experience, insurance premiums, property values, insurance fund cash flow and reserving obligations and other identified risk related information.

(9) To develop manuals and programs for training County personnel on loss control/safety techniques.

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Loss Prevention

Departments shall be responsible to conform with County, State and Federal safety standards. Each administrator, manager, and supervisor shall be responsible to conduct their operations in a manner which will safeguard the County's assets from loss or damage and employees from employment related

illness and injury. Where significant risks are identified, remedial action will be taken to reduce these exposures. Managers are responsible for reporting all losses or claims to the Department of General Services, regardless of size of loss, in a timely manner as directed by County administrative procedures. The Department of General Services is responsible for ensuring that mechanisms exist for reporting, record keeping and follow-up and that these are known throughout the County.

Section 6. Amendment.

MCC 2.60.150 is amended to read as follows:

Authority

Authority for settlement of general liability claims against the County or its employees and to enter into disputed claim settlements in workers' compensation cases shall rest with the [Executive or his designee,] County Chair or his/her designee, except that claims arising out of the Sheriff's office shall be settled upon the authority of the Sheriff.

Section 7. Amendment.

Adoption

This Ordinance, being necessary for the health, safety, and general welfare of the people of Multnomah County, shall take effect on the thirtieth (30th) day after its adoption, pursuant to Section 5.50 of the Charter of Multnomah County.

ADOPTED this _____ day of _____, 1988, being the date of its _____ reading before the Board of County Commissioners of Multnomah County.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

By _____
Gladys McCoy, Chair
Multnomah County

APPROVED AS TO FORM:

LAURENCE KRESSEL,
County Counsel for
Multnomah County, Oregon

By _____

County Counsel

9829E/kd

RISK MANAGEMENT

A COMPREHENSIVE PROGRAM MODEL FOR MULTNOMAH COUNTY

MAY 1988

GLADYS MCCOY, MULTNOMAH COUNTY CHAIR

*Revised &
Approved*



MULTNOMAH COUNTY OREGON

R I S K M A N A G E M E N T

A COMPREHENSIVE PROGRAM MODEL FOR MULTNOMAH COUNTY

MAY 1988

GLADYS MCCOY, MULTNOMAH COUNTY CHAIR

Prepared by: Sharon Wylie, Program Development Consultant
For: Linda Alexander, Director, Department of General Services
Edited by: Marsha Spellman

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EXECUTIVE SUMMARY

The recent explosion in insurance rates coupled with the taxpayers adamant refusal to pay more and more has made it imperative that Multnomah County look at risk management as a way of reducing the cost of doing business. No longer a minor issue, risk management offers numerous creative possibilities that have proven to be significant in reducing or eliminating risk.

When local jurisdictions first became involved in the insurance business, the role of risk management was simply that of self-insurance. Over the years, as the field of risk management has grown and the professionals have become better educated in determining new methods for saving the taxpayers' money, the extent of risk management activities has also increased. Risk management is now a comprehensive program of self-insurance, increased contracting expertise, adjustments of shifting liabilities and worker's rights as well as preventive programs that increase worker productivity while reducing government costs.

This proposed risk management program is a comprehensive program designed to meet the generally recognized standards for a complete system of risk management. It responds to the County Auditor's recommendations in Internal Audit Report #3-87 and is designed to be integrated with the related risk management activities already in place within Multnomah County.

The proposed program design is based on the following assumptions:

- All principal functions of risk management, exposure identification, risk evaluation, risk treatment, program selection, implementation and monitoring have been examined and incorporated into the plan.
- The program allows for the necessary flexibility to first focus scarce resources on the major problem areas.
- The program is based on methods of loss control successful in other organizations.
- The program has been developed slowly, with consideration given to systems already in place in the organization.
- The proposed program addresses both the need for a centralized risk management system with improved coordination and accountability and the need for distinctly different programs necessary to address diverse risks and operational settings of the various departments.

The process leading to the recommended program included a review of risk management literature, extensive interviews with a cross section of Multnomah County employees, interviews with members of similar organizations with various types of risk management programs and the use of loss control and vocational rehabilitation consultants.

DISCUSSION ISSUES

1. PROGRAM COSTS

The long term goal of the proposed program is to save the County money. However, there are two areas that will require initial investment:

- The Risk Management Information System
- Salaries for the addition of a risk manager and a loss control coordinator.

RMIS (Risk Management Information System) is the item that will require the most initial capital outlay. This includes spending money for the hardware and specialized computer software, hiring a consultant to select the appropriate package, a temporary employee to enter all past claims data and staff time to supervise and coordinate the process. Additional information on the costs associated with Risk Management Information System can be found in the appendix.

FUNDING for two new positions is crucial to the comprehensive design of the program. This includes two new salaries, for a risk manager and a loss control coordinator. A third staff person, the claims technician, will be moved from the current position in County Counsel to the new Office of Risk Management.

TRAINING AND CONSULTING FEES is a third area for increased spending for a comprehensive risk management program. The amount of money needed will be more fully determined by the types of programs found necessary after the data from the Risk Management Information System is analyzed and further needs assessments are complete. Types of training programs or consultants that might be necessary include safety and risk identification training for newly formed loss control committees and the use of actuaries to assist in evaluating newly identified exposures.

JUSTIFICATION FOR INCREASED COSTS

It is important to understand that while this program calls for increased funds for both the new computerized data collection system and additional salaries, having these programs has proven in many organizations to reduce the overall costs of risks. With the information gathered from the Risk Management Information System, risks can be reduced or eliminated. With a new risk manager, prevention, safety and other worker-related programs can be instituted that have elsewhere been able to lower the number of claims and reduce the risk management costs.

The County currently contracts claims adjustment procedures to Scott Wetzel Services for \$85,000 a year. This money eventually could be reduced either by strengthening in-house programs or assuming the claims administration function when the current three year expires next year. The capacity of some available Risk Management Information System, the need for more aggressive loss control and reduced numbers of claims may make it both cost and program effective to self administer claims. If it can be demonstrated that a change will both help the program and reduce costs, a careful transition must be negotiated and implemented.

Potential Costs of not Having a Comprehensive Risk Management Program

- Higher than necessary claims costs
- Potential cuts in other County programs in the event of unplanned, catastrophic loss
- Waste of resources
- Unfavorable review by both the County auditor and auditor of record
- continued inability to evaluate the costs of administrative activities, program costs and the relative merits of contracting for services

2. ORGANIZATIONAL PLACEMENT

The proposal recommends that the Office of Risk Management be moved from the Office of County Counsel to the Division of Employee Relations for the following reasons:

- The Health Promotion Program is a model program currently administered by the Employee Relations Division. Some employees interviewed for this project believed that this program was the risk management program. Employee Relations has developed expertise in offering this and other similar programs.
- The treatment of employees is a critical area of liability that is currently addressed by the Employee Relations Division.
- The Employee Relations Division has recently been successful in placing injured workers who have not in the past been placed in light duty positions.
- Finance, Budget and County Counsel Divisions do not have access to the information that allows a medically approved match between a position and the injured worker.

Chapter 5 contains a section describing the advantages and disadvantages of several organizational placements.

3. PRINCIPAL FUNCTIONS

Five principal functions of risk management are the foundation of the program proposed in this document. These five functions are:

**Exposure Identification
Risk Evaluation
Risk Treatment Selection
Risk Program Implementation
Program Monitoring**

These elements are those that are identified in the risk management literature as the five functions that need to be included in developing a comprehensive risk management program.

Since they are sequential, it is impossible to select or implement a risk program without a process of exposure identification and evaluation. This program has been developed using all five elements as the foundation for the recommendations. No single entity can fully address all of these function areas to the maximum extent possible. The proposed program offers expansion and additional ideas that emphasize the functional areas most needed by Multnomah County. The emphasis is on collecting information on claim and program costs to provide a focus on where limited resources will be most effective. It is assumed that program emphasis will change to address the most compelling needs.

4. RECOMMENDATIONS

Implementation of this proposal program requires adoption of the following recommendations:

RECOMMENDATION #1: Establish a new Mission Statement

The mission of the Multnomah County Risk Management Program is to prevent accidental injury to the people who reside in and who work for Multnomah County and to prevent the accidental loss of property and other assets of the County. The County is responsible for the effective use of resources committed to risk management.

This new mission statement, together with the goals and principles in Recommendation #2, establishes program intent and provide policy guidance for all risk management priorities and activities. Emphasis is on the prevention of loss and the role of employee accountability. It defines the technical and supportive role of the risk manager. The statement emphasizes prevention, cost containment and loss control.

RECOMMENDATION #2: Develop goals and fundamental principals of a comprehensive risk management program

The goals of the Risk Management Program are to:

- Identify and anticipate the costs of risk.
- Control the number and costs of claims against the County.
- Develop programs and techniques to assist departments and policy makers in controlling accidental loss of resources.
- Maintain accurate information on exposure and loss control activities.
- Effectively manage the systems and programs that finance losses and prevention and administrative activities.

The fundamental principles of Multnomah County's Risk Management Program are:

1. Department Directors are responsible to the Multnomah County Board of County Commissioners for the success of the Risk Management Program.
2. Each employee shares responsibility for the identification of exposure and the control of loss.
3. The Office of Risk Management supports the efforts of departments by coordinating all risk management activities, providing technical support and maintaining the information system necessary for targeted prevention programs and the evaluation of the effectiveness of activities and programs.

RECOMMENDATION #3: Create a new Office of Risk Management

A new Office of Risk Management should be established to carry out the mandate of the risk management mission statement providing the technical support and information necessary for divisions to succeed in loss control efforts. This office will coordinate County risk management functions and activities and evaluate the value and success of those efforts.

The Office of Risk Management should be placed in the Employee Relations Division. (See Organization Chart in Appendix.) The office should be headed by a Risk Manager (new position) and initially staffed with a Loss Control Coordinator (new position) and the Claims Technician (existing position).

RECOMMENDATION #4: Purchase and Install a Risk Management
Information System (RMIS)

Risk Management Information Systems have been developed over the past ten years that vastly increase the ability of an organization to prioritize prevention activities. These systems have become reasonably priced and worthwhile even for small organizations.

Departments cannot build loss control into their operations and the consciousness of their employees without complete information. Because the pool of information is extensive and information collection is burdensome, it makes sense to purchase the tools that will decrease the effort and increase the usefulness.

With the intense pressure on available resources, new programs must be established with a capacity to demonstrate their effectiveness in reducing cost and human misery. With a shift in mission and operations, Multnomah County's exposure is changing. Tracking the cost impact of those changes and doing everything possible to prevent accidental losses with minimum staffing requires using tools such as an automated data system.

RECOMMENDATION #5: Establish a Countywide Advisory Committee
and Departmental Loss Control Committees

A Countywide Risk Management Advisory Committee should react to policies, issues and plans for risk management activities in the County address the formulation of Countywide loss control goals and respond to emerging issues.

Departmental committees should serve as focal points for employee involvement, risk identification information and can be assigned duties related to safety and training by the department director.

RECOMMENDATION #6: Develop specific Department and Countywide
risk management goals and objectives for the fiscal year
commencing July 1, 1988 and comment on performance of a
comprehensive evaluation of risk management for the two years
ending June 30, 1991

Program Principles

The proposed program design assumes certain management activities and accountability principles to ensure the efficient and effective operation of the risk management program.

- Departmental and Countywide risk management goals and objectives will be identified, adopted and pursued.
- The achievement of these goals and objectives by both departments and by the entire Risk Management Program will be evaluated annually.
- Directors and managers are expected to be held accountable for risk management performance.
- Costs of all risk management activities and programs including program development, planning, decisions related to outside contracting, cost benefit analysis, litigation and staffing decisions will be identified and examined.

- An adequate information base will be developed that will assist in identifying and evaluating exposure and in evaluating risk management programs.

The specific performance goals should be tailored to the individual division after a comprehensive review of loss history and current exposure. During the first year, improvement goals would be built on:

- reducing number of claims
- reducing average cost of claims
- expanded tracking of incidents
- increasing employee awareness
- development and use of new procedures

RECOMMENDATION #7: Establish a Risk Management Cost Determination Capability

It is important to document the actual cost of all claims and programs that might affect the overall risk management program.

There are numerous activities that may reduce costs of risk. For instance, administrative decisions may reduce the number of employees involved in a claim, thereby reducing indirect internal costs. Assertive litigation may reduce the size of the payout. Conversely, the lack of a decision to refer an injured worker to a independent medical evaluation may delay an important decision of accepting or denying a claim. Current costs are estimated in the appendix. Future costs should be identified more thoroughly and used to assist in evaluating various efforts to reduce all of the costs and to enhance the various programs and activities.

The Proposed Program, through its tracking of claims information, identification of all activities and comprehensive assignment of responsibility for a balanced selection of risk management activities provides the basis for identifying more costs of risk as well as the costs of controlling risk. It will, of course, be important to balance the need for cost information necessary for adequate program evaluation against the burden entailed gathering precise cost data.

RECOMMENDATION #8: Expand and Strengthen Return-to-Work (RTW) Program

A conservative estimate of a year with low claims, such as the current fiscal year, shows that approximately \$200,000 was spent on injured worker time loss after the workers were sufficiently recovered to return to work in a reduced capacity. Many of these workers wished to come back and do something useful, but were not provided the opportunity. Other organizations have instituted programs which have demonstrated that workers who come back as soon as possible make faster recoveries. Without preventing a single accident, Multnomah County could save dollars by having a similar RTW program. To document the savings, it is necessary to note whether salaries are paid from general fund dollars in the division in which they are working, or through the insurance fund, which pays for their workers' compensation while they are home. With workers who are performing at partial capacity, the split between the insurance fund and the department benefitting should be negotiated.

Expanding the Return-to-Work Program is a prime example of changing the Risk Management Program philosophy to minimize the impact of accidents on both the County and its employees. A faster recovery time will reduce legal costs, medical costs and the human misery that accompanies a long-term injury or separation from employment. Expanding this program directly responds to Recommendation #9 of the 1987 audit.

CONCLUSION

By identifying the activities that can expand the program that currently exists into one that includes all critical parts of a comprehensive risk management system, Multnomah County has taken a major step towards a coordinated program that can accommodate prevention of loss programs. The proposed program relies on an automated system and centralized coordination in order to implement a program that provides information and tools to both focus on prevention and control costs of unavoidable loss.

I. INTRODUCTION/BACKGROUND

A. History and past decisions

The insurance crisis originating ten years ago has affected all businesses throughout the country, including local governments. As skyrocketing insurance costs and inability to obtain insurance for some activities has become the new reality, numerous alternatives to the traditional means of insurance have become commonplace. Risk management is now a major consideration in the day-to-day operations of a government.

Following the national trends, Multnomah County has also felt the impact of changes in the insurance industry. In 1979, in an effort to control the rising costs of insurance premiums, Multnomah County became self-insured for workers' compensation and torts. In 1981, a consultant recommended a centralized risk management program, an automated claims and data system and the hiring of a professional risk manager.

In 1983, with the passage of County Ordinance #381, the County established a centralized Risk Management Program. In late 1984, the risk manager left the County position. No replacement was hired and risk management was assigned to the Division of County Counsel. While departments incorporated some safety programs into their operations and programs such as the Health Promotion Program emerged, the perception was that risk management had ceased or become a purely litigative function.

Elements of the current risk management program include the following:

- All initial claims processing for workers' compensation and torts is handled by a Risk Management Technician and an Office Assistant.
- Scott Wetzel Services, the County's contracted claims administrator, provides processing, investigation and payment on all claims.
- County Counsel, as risk manager (or the attorney assigned to the case), makes the final determination on claims dispensation.
- All tort-related expenses except attorney's time costs are paid from the Insurance Fund with transfers from the General and Road Funds.
- Grant funded organizations and the Information Services Division are charged indirect costs based on administrative costs of the Insurance Fund liability claims.
- Workers' compensation claims and unemployment claims are funded based on a percentage of gross payroll.
- Medical/Dental claims are funded based on premiums charged to organizational budgets.

B. Audit Results

In October 1987, the County auditor presented the County Commission with a comprehensive audit on the state of risk management in Multnomah County. Essentially, the report indicated the need for the County to "develop a centralized function and establish a program which will emphasize prevention and education."

The County's current Risk Management Program does not address the preventative aspects of claims management. With a strong safety and prevention program, losses could be reduced and cost savings result. Observations by the Accident and Prevention Division of the States' Workers' Compensation Department suggested that with a coordinated loss prevention program, a 50% reduction in workers' compensation claims could occur. While the County may not achieve a 50% reduction in losses, the opportunity for improvement does exist.

Specifically, the County auditor made a number of recommendations that follow the above statement. The audit recommended that the County centralize its risk management function, hire a risk manager and/or loss control officer and modify the existing County Ordinance to clearly establish the intent of the new function. It also included the following suggestions:

1. Centralize risk management functions within one department. (Five possible program placement possibilities are discussed.)
2. Establish specific administrative procedures to include participation of County legal staff in regard to liability and litigation of certain claims.
3. Establish a Risk Management Advisory Committee to assist risk management staff in ensuring that the insurance needs of the County are met.
4. Develop an accountability system to help ensure that departments aggressively pursue their risk responsibilities in saving dollars, upgrading worker morale and increasing productivity.
5. Identify and monitor all administrative costs for the risk management function.
6. Computerize the tracking system of claims information for workers' compensation, torts and property. This includes information regarding claims, causes, trends, types, etc.
7. Establish a formal system for accepting and denying workers' compensation claims in a timely manner.
8. Develop objective criteria and establish specific time periods for providing workers' compensation supplementals. (As provided through its agreement with Multnomah County Employees Union Local 88.)
9. Implement a stronger Return-to-Work Program for the partially recovered worker. This includes limited duty and retraining programs.
10. Establish a formal evaluation system to assess the effectiveness of changes in the Risk Management Program.

C. Other Jurisdictions

As previously mentioned, the trend toward more complex risk management functions within local jurisdictions follows a national trend. Looking at various local neighboring entities and their developing programs gives Multnomah County an opportunity to compare a number of program options.

At this point in time, all local governments have become aware of the need to move in the direction of a greater role for risk management. However, the emphasis placed on expanding this role and the level of sophistication in its program development varies tremendously.

Of concern to all, but handled many different ways, is the staffing involved in risk management decisions and policy. It appears that the trend is toward hiring a risk manager as the central administrator. In Clackamas County, policy is proposed by a risk management committee comprised of department heads and staffed by the risk manager, who is the central risk management administrator. Policies are adopted by the Board of Commissioners. In situations where there is a risk manager with fewer responsibilities, such as Lane County, the risk manager functions primarily as an insurance coordinator. As a result, the system is somewhat fragmented and relies on the strength of individuals occupying the key positions.

Common to jurisdictions without a strong centralized risk manager is a lack of centralized information and data sharing, a major complaint of the Seattle risk manager. In Seattle, workers' compensation, torts and risk management are handled by three separate departments. Risk management is mainly involved with risk identification and evaluation, insurance purchasing and the financial management of the insurance fund. Tort claims are handled by the city attorney while workers' compensation is handled by a division within Personnel.

The role of legal counsel is a consideration in all risk management programs. How it functions, however, varies considerably. In Clackamas County, in an attempt to reduce litigation, policy guidelines limit the involvement of legal staff until necessary. Then, as a cost containment measure, outside attorneys are used in individual cases. Seattle city attorneys, on the other hand, handle all tort matters on a regular basis.

In addition to the organizational placement and personnel assignments, safety concerns and preventative programs are the most important risk management program decisions. However, there seem to be few standards to these program options.

For example, in Washington County, Oregon, a full-time Safety Officer will coordinate and provide technical assistance to individual departments that are now required to develop safety programs for their personnel. In King County, Washington, Workers' Compensation and Safety is a separate division that handles workers' compensation as well as the asbestos abatement program, toxic information and countywide safety programs. In a very different situation, the adjuster for Clackamas County is also a Certified Vocational Rehabilitation Specialist. The county places a high priority on retraining and placing injured workers.

D. Importance of a Comprehensive Risk Management System

Multnomah County has shifted its mission away from some programs traditionally associated with frequent claims. In addition, the state has offered some relief in tort liability. These facts may have helped Multnomah County to escape the most costly increases experienced by other governments in the area. At the same time, new types of exposures are emerging and both quality and costs of services are questioned by the public. While construction and false arrest claims may decrease, claims related to AIDS, medical malpractice, clinic supervision, contracts and jails are likely to increase. Multnomah County does not currently have the best tools in place to respond to the impact these new challenges will have and to identify the most effective management opportunities to save money.

Need for New Program Design

As the shrinking insurance dollar comes face to face with the increasing litigation climate, it is imperative that Multnomah County respond to the problems of risk management as it presently exists. To do so successfully, it must focus on two essential program elements: restructuring and centralizing risk management administration and the establishment of policy that emphasizes prevention and education as key elements of its Risk Management Program.

Furthermore, it must review the current state of risk management affairs and develop a policy that will look at ways of reducing the cost of doing business. Computerizing claims data, the role of legal counsel, processing claims in a more timely matter and the loss of productivity with injured, not working employees are only a few of the concerns to note in developing a new risk management program.

Fortunately, improved tools exist to identify opportunities to control loss at an affordable cost. Those tools are:

- the use of automated systems to track all costs
- the use of such systems to concretely evaluate program effectiveness
- the success of members of the risk management profession in other organizations in designing programs to prevent loss

The insurance program as a whole costs the County more than \$8.5 million per year. Money spent to reduce unnecessary costs becomes money available for programs that deserve and require support.

II. PROPOSED RISK MANAGEMENT PLAN

Incorporating the mission statement, two principles guide the organizational strategy of the proposed risk management plan. These are a greater emphasis on the role of preventative programs and a centralized risk management office.

This newly created Risk Management Office should be seen as the central administrator of risk activities. It is not, however, the only player in the risk management activities of the County. Rather, an Office of Risk Management is the agency that coordinates and provides technical support to the various departments that are actively creating a risk-free work environment.

In order to better understand the responsibilities of all the players in a well orchestrated risk management situation, the role of each County agency is outlined below.

COUNTY COMMISSION

The County, through the County Commissioners, begins the organizational shift to a comprehensive risk management system. All decisions must be evaluated in terms of the impact of risk on that particular decision. Specifically, the Commission participates in prevention efforts by:

- Asking for exposure information in considering activities to be added or changed.
- Setting policies that determine the response to claims and identified exposure.

COUNTY CHAIR

As the chief executive officer for Multnomah County, the Chair is involved in the issues of risk management and understands how these issues affect the policy decisions of the County. As a member of the Board of County Commissioners, the Chair participates in the prevention efforts of that commission as indicated above. In addition, the Chair does the following:

- Holds departments accountable for risk management within their departments through performance appraisals and evaluations.
- Evaluates risk management implementation activities in terms of the goals of prevention and education and in their loss control effectiveness.
- Holds the Office of Risk Management responsible for providing meaningful information to all who must make management and policy decisions.

OFFICE OF RISK MANAGEMENT

The newly created Office of Risk Management contains several roles that have not previously been a primary responsibility of any one entity. The Office both administers the programs and processes assigned to it and provides a Countywide coordination function. The new primary roles include:

- Collecting, managing and analyzing information.
- Ensuring that the information is available in a useful form for managers and policy makers.
- Providing expertise, follow-through and initiative in surveys and inspections that identify exposure.
- Documenting all activities that pertain to risk management.
- Becoming a visible focal point of the County's commitment to preventing loss.
- Identifying issues and trends that affect costs of risk.
- Ensuring notification and involvement of all concerned parties in claims administration.
- Provides the expertise and leadership in purchasing insurance and determining the best self-insurance decisions.

The Office of Risk management provides the information and technical assistance to enable all other participants to organize, direct, monitor and evaluate the prevention and treatment of accidental loss to people and property. The Office administers Countywide efforts, claims administration, issues reports, researches and evaluates identified exposures.

A key responsibility is that of informing and bringing together participants in County activities that relate to risk management. In placing an injured worker in a light duty position, the players might include Employee Relations, the department manager and risk manager. Responding to a claim might involve a strategy session with the manager, County Counsel and the claims investigator. A claim resulting from a policy decision might include the Board of County Commissioners Chair or member of the Chair's staff.

COUNTY DEPARTMENTS

The role of the various departments within the County's jurisdiction is to identify areas of probable risk within the department and through a number of activities appropriate to the needs of the department, to implement efforts to control loss within the department. It is also important for the departments to work together with the Office of Risk Management to:

- Ensure that all risk prevention activities instituted be appropriate to the operations of the department
- Assist risk management in the collection of data
- Set reasonable goals for controlling losses
- Be held accountable for meeting expected goals

OFFICE OF COUNTY COUNSEL

County Counsel is an integral element to successful risk management. It functions much the same way that it does with other County agencies, by providing support and professional expertise. It is important that an exchange process be developed to expedite the sharing of risk-related information between County Counsel and the Office of Risk Management. In particular, County Counsel would:

- Research probable legal outcomes of claims and activities.
- Assist in determining liability in risk-related activities and claims.
- Identify and evaluate exposure.
- Participate as a major player in identifying and evaluating exposure.
- When a risk activity is in litigation, to handle the case for the County.
- Negotiate settlements.

FINANCE DIVISION

The Finance Office is crucial to the operation of risk management. As it has in the past, this Office will manage the accounting of all incoming and outgoing funds necessary for risk management. In addition, the finance manager will assist the risk manager in continuous efforts to accurately identify and track both direct and indirect costs associated with the management of the insurance fund and efforts of the County to prevent loss.

The process of purchasing insurance, benefits, bonding and selecting a broker of record should be consolidated into a central committee that includes the Health and Benefits Manager, the Finance Manager and the Risk Manager.

EMPLOYEE RELATIONS

Employee Relations is the main organization supervising the Risk Management Office and the Return-to-Work program. The Health Promotion Program should be expanded to accommodate additional safety and training programs. The model of the Health Promotion Program and its method of operation should be incorporated into the efforts to involve and train employees in loss control and safety activities. In addition, this Division works with the Office of Risk Management to identify and address areas of exposure that are problematic to Multnomah County. This includes exposure risks related to classification, hiring practices, discipline issues, civil rights exposure and other employee-related exposure problems.

COMMITTEES

Advisory Committee:

It is important to set up a committee that would advise the actions of the newly created Office of Risk Management. Members of the committee would include department heads from identified departments that have a high incidence of risk or particular role in the administering risk management.

The purpose of the committee is:

- To participate in the establishment of Countywide loss control goals.
- To review all policies and procedures that have a Countywide impact.
- To provide technical and managerial input to proposals to modify risk management services or activities.
- To identify the training needs of the departments as they relate to risk management.
- To evaluate program priorities, successes and failures for the Office of Risk Management.

Departmental Loss Control Committees:

Each department must play a role in reducing risk elements within the workings of the departments. The departmental safety committees are integral to this goal. They contribute to the risk management bigger picture as outlined below:

- After review and discussion of risk issues of concern, the committees are to refer those issues and make initial recommendations to the risk manager for further study and appropriate action.
- To work with the department director in developing appropriate loss control programs and procedures.
- To encourage efforts in the workplace to reduce loss and exposure.

COUNTY STAFF

Division Managers:

Division managers are the front lines in ensuring that a comprehensive Risk Management Program is working successfully within all areas of employment in Multnomah County. Specifically, they are charged with the following responsibilities:

- Ensuring that all employees know procedures and behaviors that would reduce elements of risk within their departments.
- Ensuring that all employees understand procedures and behaviors appropriate in case of an accident.
- Identifying potential areas of exposure in their departments.
- Understanding the County's commitment to the prevention of all accidents and loss.
- Locating and supervise suitable and available work for injured workers returning to work.
- Participating in thorough investigations of claims-producing events and "near misses."

- Assisting in efforts to document to the total cost of losses to the County operations.
- Being accountable for all actions as they relate to risk.

Other County Employees

Safety for themselves and their co-workers as well as protection of County assets are important elements for employees to consider in doing their jobs. Furthermore, employees are expected to:

- Participate in efforts to identify risk in the workplace.
- Report potential risks to their supervisors or to the Office of Risk Management.
- Use care in discussing events related to litigation.
- Encourage their co-workers to be more careful in daily actions and be aware of risk.

III. PROPOSED PROGRAM DESIGN

In designing a comprehensive risk management program, five principal functions of risk management must be examined. These five functions are the standards that are used to determine the necessary elements of risk management programs elsewhere. This section will explain these functions in order to give the reader the background to understand the elements present in the proposed risk management plan.

The five functions are:

- **Exposure Identification**
- **Risk Evaluation**
- **Risk Treatment Program Selection**
- **Risk Management Program Implementation**
- **Risk Management Program Monitoring**

The types of loss that these functions identify and address include:

- liability to others
- loss of income or increased cost to operate
- loss of property and damage to property
- damage to property

The amount of emphasis given to these functions must vary with the needs of the County and should be adjusted as these needs change or are more completely identified.

Multnomah County is currently addressing those functions in an informal and fragmented manner. Clarifying the assignments and activities related to those principle functions responds to both the specific demands of the Internal Audit Report #3-87 and to good management and evaluation practices.

EXPOSURE IDENTIFICATION

Exposure is an event that might occur that would cause an accidental loss.

Identification is the group of activities and processes that collects information.

Exposure Identification is the group of activities and processes that collects information on possible accidental losses.

Establishing a system of identifying potential loss is critical in developing a good risk management program that emphasizes prevention of accidental loss. The first step in doing this is to examine the past loss history of the organization. Gathering this information is the building block for developing a solid risk management program that is able to:

- evaluate risks and develop appropriate actions
- allow sufficient funding for inevitable losses

- develop prevention programs that focus on the priorities of the organization and are efficient and effective
- increase employee awareness of risky activities

To do this, a system of gathering and organizing essential information must first be put in place. This includes determining the crucial information necessary to understanding the big loss history picture, i.e. type of loss, physical location where loss occurs, or physical injury that loss produces. Other information necessary includes: details on the activity purpose, classification of the employee, background on the employee (age, fitness, pre-employment screening, etc.).

NOTE: Computerized packages, (Risk Management Information Systems, RMIS), exist that organize the type of data necessary for this type of operation, while still allowing refinements and customizing to a particular organization.

Once comprehensive identification of exposure has occurred, risk evaluation can begin.

RISK EVALUATION

Risk evaluation is the analysis of each exposure to determine the likelihood any particular type of loss may occur and the total amount of loss possible. This is analysis for frequency and severity. This process of evaluating specific exposures provides the type of information that:

- provides a strong basis for making the best risk treatment selection possible
- provides data for prioritizing prevention efforts that must be carried out with scarce resources
- gives the organization the ability to judge whether it has the correct amount of insurance and reasonable deductibles
- can enable the organization to determine if its activities are worth the risk

Evaluating the information gathered through exposure identification can be handled in a number of ways. Adjustors, attorneys and risk managers all have skills for assessing the value of potential claims. Often actuarial studies and other research is necessary to evaluate the information. Purchasing insurance through a broker provides some analysis in the process of surveying assets, accounting practices, and number of employees.

RISK TREATMENT SELECTION

Risk treatment selection is the process of deciding on the best method of responding to identified and evaluated risks. There are four choices: Elimination, Reduction, Transfer, and Assumption.

RISK ELIMINATION

Risk Elimination is the act of stopping the activity in order to eliminate the risk. The categories of risk that might be appropriate candidates to consider for elimination are:

- High frequency and high severity risks.
- Risks that are unnecessary to the operation of the County.

The benefits to the organization of considering the possibility of risk elimination are:

- The opportunity to assess whether certain activities are important.
- To eliminate funding or insuring of unnecessary risks.

RISK REDUCTION

Risk Reduction is the act of changing the methods of operation in order to decrease the frequency and/or severity of the exposure. With a complete risk identification and evaluation effort in place, risk reduction efforts can be made at the management level, in policy decisions, or in program development. Also risk reduction activities can take place in the small decisions employees at all levels can make to reduce the chances of accidental loss.

The benefits of risk reduction are:

- Decreased exposure without substantial operational change.
- Increased awareness of risky activities by employees who participate in efforts to reduce risk.

It is important to note that risk reduction within an organization is an important component of prevention. It cannot occur without the information gained through risk identification and evaluation.

RISK TRANSFER

In Risk Transfer, another party assumes the potential cost of an exposure. There are two ways in which this can occur, through the purchase of insurance and through contract language.

At one time the purchase of insurance was the major mechanism for cities and counties to handle risk. Now purchasing insurance is only a small part of the overall risk program. The exposures most justifiably insured are usually the ones that are catastrophic and unlikely.

The decision of what to insure and with what deductible is a balanced decision that considers the type of loss, the current state of the insurance market and the capacity of the organization to absorb the cost of loss. A well constructed risk management program seeks ways to reduce the cost of both losses and insurance without increasing the risk of unanticipated costs. Potential methods include:

The liability inherent in contract language that shifts liability to another party is a complex and subject to changes through legislation and court actions.

Strategies that may offer savings include:

- Development of local government risk pools
- selection of two competing brokers of record
- consolidating all insurance needs to provide better packaging for insurance protection
- emphasis the quality and effectiveness of the organization's loss control efforts when negotiating for insurance coverage

NOTE:

A thorough self-knowledge of the organization's exposure is important in order to prevent inaccurate and costly estimates of insurance needs by the insurance representatives.

The use of contracts in risk transfer includes:

- privatization
- increasingly complex hold-harmless agreements
- better review and tracking of the insurance policies of contracting entities

The benefits to the organization in transferring risk, when appropriate are:

- reduction administrative costs
- costs that are predetermined, limited and predictable

RISK ASSUMPTION

Risk Assumption is the self-funding of the costs of loss. It can be partial, such as in setting higher deductibles. It can also be realized by setting aside funds for expected losses or by relying on the financial capacity of the organization to absorb the costs of losses.

If the organization is large enough, with insurance priced very high, and if the organization devotes the proper attention to loss control efforts, risk assumption can provide the following benefits:

- Independence from an expensive and fickle insurance market
- Increased management control over operations through the diligence and awareness that arises from excellent safety and loss control efforts
- Greater incentive to continuously evaluate costs and exposures
- Fewer injuries to employees
- The indirect productivity and morale benefits of increased attention to safety and accountability for actions.

The list of potential benefits of risk assumption presupposes organizational efforts to control loss. Organizations that assume a large amount of risk must exert effort and resources in order that the costs not be more than the organization can buy or would have paid for insurance. The loss control efforts that accompany a large organization's assumption of substantial risk are an important part of the next principle element of risk management: risk management program implementation.

RISK MANAGEMENT PROGRAM IMPLEMENTATION

Risk Management Program Implementation is the process of responsibly carrying out the activities that:

- identify, evaluate and select treatment for risk
- are the management activities that plan, direct and monitor those activities
- document those activities and their results

Within this principle function are the programs and processes that comprise a complete risk management program. These include:

- A formal system of claims administration
- Return-to-Work Program
- Loss Control and training programs
- Safety committees and advisory groups
- Review processes for new programs
- Policies for contract language
- Setting attainable goals and objectives

The documentation of the program implementation activities provides the basis for the fifth principle function, risk management program monitoring.

RISK MANAGEMENT PROGRAM MONITORING

For each of the risk management functions there must be a process of evaluating effectiveness. After presenting the documentation of activities and results, the following questions must be addressed:

- Are program objectives being met? Why or why not?
- Are the program goals being met? Why or why not?
- Are program policies and procedures being followed? Why or why not?
- What is the effectiveness of our programs to eliminate, transfer, reduce and assume risk?
- What are the recommendations for program improvements?

Program monitoring can involve employees at all levels. Employees should have the opportunity to review their performance against past performances and projected goals. Managers review the goals and policy makers review the organization's efforts.

IV. CREATING A COMPLETE RISK MANAGEMENT PROGRAM

The purpose of this document is to answer the risk management concerns of the audit and offer suggestions for a better, more comprehensive system of risk management than the system currently in place in Multnomah County. It is important to note that the risk management program existing in the County is fragmented and operates in an informal manner. It lacks a centralized Risk Management Office and emphasizes litigation rather than prevention, as called for in the audit. However, there are elements of the risk management system now in place that should be considered in building the more comprehensive risk management system outlined in this document.

This section examines what the County now offers as its Risk Management Program, what elements of a new comprehensive program should be added and the steps necessary to develop the program. It is divided into the five program functions as described in the previous chapter:

**Exposure Identification;
Risk Evaluation;
Risk Program Treatment Selection;
Risk Program Implementation;
Risk Program Monitoring.**

Within each function, an outline follows that examines the risk management elements that currently exist, the proposed changes or additions and the action steps necessary to meet those requirements.

A. Exposure Identification

Present System

Multnomah County presently has a limited program of exposure identification. There is no comprehensive, concerted effort to identify risk. Risks that are identified are used for projecting accurate funding of claims costs. Activities include:

- Reviews and surveys conducted with the "broker of record." These surveys are done for the purpose of purchasing insurance and evaluating the County's insurance choices.
- A claims history is provided in summary form by the County's broker of record. These are monthly reports that are sent to County Counsel, not to individual departments. They do not provide extensive information on the claim.
- Actuarial studies are occasionally contracted to determine and evaluate exposure. In the past, studies to determine the adequacy of insurance funding for losses have been undertaken. Recently, a study was done to evaluate exposure in assuming liability for medical malpractice coverage in health care settings.
- In departments with safety programs, departmental inspections may identify exposure during regular on-site checks. This process is targeted and related to safety issues or equipment replacement. From a risk management perspective, these inspections are not comprehensive. They are simply used at the department level.

Proposed

This document proposes a comprehensive plan for identifying risk. Increasing the scope of risk identification efforts allows more relevant data to be gathered, and increases the organization's ability to prevent loss. The advantages gained through a complete identification program include:

- Knowledge of exposures prior to an actual claim
- Detail that allows changes in procedures that could prevent future losses
- Up-to-date information on trends that affect future claims, such as injury levels within certain employee classifications

A greater emphasis on risk identification is crucial to a more comprehensive risk management program. It is the recommendation of this study that a system be put in place to collect and track the necessary data in an organized and ongoing fashion.

To do this, a computerized risk management information system (RMIS) must be established. This is a comprehensive system that includes the computer hardware, software, and staff to enter all past and future information and operate the system on an ongoing basis.

Action Steps

Recommendations for a plan of action for risk identification includes the following:

1. Select, purchase and install Risk Management Information System (RMIS).
2. Backload available information on exposure and claims files.
3. Review high priority sources of exposure information:
 - expanded loss history material
 - survey and inspection results
 - information from discussions with operations staff
 - reviews of legislative processes
 - documents such as contracts and intergovernmental agreements
 - case law developments
 - information from employees
4. Follow up on employee concerns from Program Development interviews.
5. Develop reporting and follow up procedures for employee concerns.
6. Develop and implement training program for employees and managers in exposure identification.

B. Risk Evaluation

Risk evaluation ensures adequate loss funding and helps to select appropriate strategies for prevention. Sources of evaluation information are: loss history, the risks previously identified from operations, documents, surveys, inspections, employee reports, and legislative processes.

Present System

Multnomah County currently uses information on past claims costs, gross asset values, numbers of employees, inflation and medical care cost increases to predict the level of funding necessary for losses. The system does not develop or communicate information that could assist departments in focusing prevention strategies on specific activities.

Proposed

A comprehensive use of the information gathered through evaluation and analysis should be developed. This data can be used to insure adequate funding for loss activities as well as determining methods for preventing future losses. Since loss control experts estimate that 300 identical risky events occur for each injury causing accident, understanding the patterns of loss provided by the evaluation of data can be instrumental in correcting obvious problems and preventing loss. Understanding total exposure includes identifying and evaluating potential events and incidents that have not yet resulted in claims.

Action Steps

1. Increase the types of information gathered to include ranking of individual exposures according to frequency and severity.
2. Include information on the evaluation of that particular risk and its selected treatment in the Risk Management Information System, a computerized inventory of county operations and exposures.
3. Identify opportunities for sharing information on evaluation of risk with policy makers and department directors on a regular basis.
4. Include a review for exposure evaluation by the risk manager in the process for changing or adding programs, services and buildings.
5. Provide annual reports by the Office of Risk Management that include a summary of evaluation results of the identification program.

C. RISK TREATMENT SELECTION

As described previously, there are four choices to consider in selecting a risk treatment program. These include:

**RISK ELIMINATION
RISK REDUCTION
RISK ASSUMPTION
RISK TRANSFER**

Multnomah County's present risk treatment plan is comprised almost entirely of risk assumption, except for some property and bonding exposures. While self-insurance is appropriate to an organization of this size, other accompanying programs that would enhance the savings from self-insuring are either weak or missing.

1. RISK ELIMINATION

Present System

There is no policy or consistent consideration given to opportunities for risk elimination. Risks are eliminated either when of obvious and unnecessary seriousness, after a claim, or through natural organizational change.

Proposed System

A concerted effort to eliminate risk should be undertaken in an organized manner. A program of risk elimination should be instituted involving all departments and all levels of staff, including department heads, managers and front-line employees. All risky behaviors, situations and facilities need to be evaluated and programs developed to change these named problems.

Information gathered through the evaluation of Risk Management Information System should also be used for elimination of risk.

Action Steps

1. Following Countywide exposure identification and evaluation, risks should be categorized and reviewed for possible elimination. Likely candidates could be ones that are:
 - Divergent from County mission
 - Extremely costly to reserve or finance
 - Causes of frequent claims
2. Results of above activities should be reviewed by the Advisory Group and Board of County Commissioners.
3. Risks that have been eliminated should be documented.

2. RISK REDUCTION

Present System

As with risk elimination, there is no current risk reduction policy. Risk reduction occurs when of obvious and unnecessary seriousness, after a claim or through natural organizational change.

Proposed System

Although divisions and departments consistently view safety and liability as concerns, they do not know nor do they have a method of finding out which operations should have additional efforts to reduce their inherent exposure. If operations and activities had individual exposures that were documented as high, moderate, or low exposure, departments and divisions could develop changes that could reduce claims.

Action Steps

1. Office of Risk Management should distribute information on identified and evaluated risks in departments and offer assistance in developing reduction programs.
2. Reduction activities should be documented, and the information shared with the Advisory Group, the Board of County Commissioners and in annual risk management reports.

3. RISK ASSUMPTION

Present System

Assuming risk through self-insurance is the area of risk management where the County has placed most of its emphasis. The programs that Multnomah County has developed are as follows:

The Health Promotion Program. Although not directly tied to claims loss reduction, the origin of the program was part of an effort to address rising medical costs. The program is Countywide, very favorably received and includes many elements that address risk management needs.

Claims management. Although claims are administered through an outside contractor, the claims technician for workers' compensation coordinates all claims, interacts with injured workers and provides information to concerned parties.

Safety and prevention activities. Some departments have safety committees that provide some inspections and operational strategies to create safe work environments. Training is limited to use of equipment and specific individual work environments.

Proposed System

The County should continue its policy of self-insurance, when applicable. Also, a greater emphasis should be placed on instituting additional safety and prevention programs. These programs are essential elements of a good risk management program and have been proven to be a significant means of reducing risk and ultimately lowering insurance and self-insurance costs.

Action Steps

1. The Office of Risk Management should draft procedures for:
 - Claims and incident reporting
 - Risk Management review of major capital improvement projects
 - Reporting potential exposures
2. Departmental loss control committees should be developed and a Countywide advisory committee appointed.
3. The departments, the loss control committees and the Office of Risk Management should work together in developing appropriate prevention and safety programs and activities.

4. RISK TRANSFER

Present System

New contracts in Multnomah County routinely include language that holds the county harmless in the case of loss. In addition, the County's role as provider of social services has included increased contracting with private non-profit agencies that provide ongoing services funded in large part by County money or through state or federal funds. As older contracts expire and are renegotiated, County Counsel adds better language transferring liability.

Insurance is purchased with the assistance of a broker of record. Property insurance is purchased by County Counsel. Health and benefit insurance is purchased by Employee Relations.

Proposed System

Continue to transfer liability through contract language. The process of evaluating contracts for liability transfer should become basic to all contract negotiations. This includes evaluating all decisions made by the County Board of Commissioners for risk assumption. Department managers should become versed in understanding the need for risk transfer in awarding outside contracts.

Action Steps

1. Collect certificates of insurance in central location and monitor them.
2. For large contracts, investigate contracting entities with very large deductibles for solvency. Ensure that the insurance purchased by the contracting agency is adequate to protect the County.
3. Develop minimum guidelines for departments to use in evaluating the capacity of contracting agencies to assume liability.
4. Select two brokers of record.
5. Investigate the benefits of combining all insurances into one package for bid purposes.
6. Support efforts by County Counsel to provide training.

D. RISK MANAGEMENT PROGRAM IMPLEMENTATION

To implement the previously determined treatments for managing risk, a variety of activities, processes and programs can be selected. This section groups possible Program Implementation activities into four sections: claims management program; loss control program; return-to-work program; and administration/program management.

1. CLAIMS MANAGEMENT PROGRAM

Present System

Multnomah County currently contracts claims administration services with Scott Wetzel Services. The services provided include investigation, adjusting, monthly reports and claims payment. Scott Wetzel Services has authority to independently settle claims up to \$2500, but in fact communicates frequently with County Counsel on most claims prior to settlement. Other features of the current program include:

- The claims technician sets up the initial file, informs relevant parties, gathers information and forwards information to Scott Wetzel Services for workers' compensation claims while another support staff person in County Counsel provides this work for tort claims.
- Scott Wetzel Services provides the County with automated summaries of claims costs and activities on a monthly basis.
- County Counsel and Scott Wetzel Services determine liability. The Department where the claim originated is also involved in settlement decisions, but the role is not clearly understood or consistent with each claim.
- County Counsel prepares for litigation, using its own staff for additional investigation. Occasionally outside legal staff is hired.

Proposed System

This report proposes that Multnomah County create a Risk Management Office that is responsible for all elements of risk management. This could eventually eliminate or reduce the need for Scott Wetzel Services. The chart below identifies and assigns responsibility for activities connected to claims management in ensuring that someone is responsible for all critical functions. The proposed system assumes that the use of Scott Wetzel Services will continue until the capacity and the advantages in making a shift are clearly demonstrated. In addition, tort claims decisions will be handled with County Counsel taking responsibility for the activities that risk management assumes for workers' compensation claims. All claims will be tracked by the automated system.

Task/Activity	Lead (Responsible)	Consulted
1. Intake/Create file	RM	CC/Dept/ER
2. Investigate	RM	CC/Dept/ER
3. Communications	RM	ER
4. Determine Liability	RM/CC/ER (depending on issue)	CC/Dept/ER
5. Accept/Deny	RM	CC/Dept/ER
6. Devise organization Strat.	RM	CC/Dept/ER
7. Coordinate response	RM	CC/Dept/ER
8. Litigate	CC	RM/Dept/ER

Task/Activity	Lead (Responsible)	Consulted
9. Settlement	Chair or designate	RM/CC/Dept/ER
10. Issue Payment	Fin as directed by RM	CC/Dept/ER
11. Evaluate for prevention	Dept	RM/CC/ER
12. Enter Data to RMIS	RM	ER

A more comprehensive chart is found in the appendix.

Action Steps

1. Formalize new assignments
2. Write policies and procedures describing the new Risk Management plan organizational activities and key players, and reporting requirements. Approve and distribute.
3. Analyze role and activities of the outside claims administrator and the impact or change to a more aggressive in-house involvement in claims management. Factors to consider in the analysis:
 - Numbers of claims to be managed
 - Cost of having staff manage claims
 - Benefits of internal control over claims administration
 - Capacity of new automated system to make self administration efficient
 - Cost comparison of two options
 - Transition issues
 - Trends in claims within the organization

2. LOSS CONTROL PROGRAM

Loss control is the collection of activities that take place throughout the organization that seek to prevent loss from occurring. In addition, there are loss control attributes to many of the activities that take place after a loss occurs. For example, policy might mandate an aggressive, quick effort to negotiate a settlement when at fault in order to reduce legal costs as an element of a loss control program. Funding the payments for a large disability claim by purchasing an annuity might be another loss control action. Loss control programs include safety programs, training programs and the management accountability systems.

Present System

Multnomah County does not currently have a Countywide loss prevention program or policy. The elements that do exist are:

- Health promotion classes that teach stress management techniques, injury prevention, etc.
- Training provided to operators of equipment by the manufacturers of equipment.
- Safety meetings organized by unions.
- Safety training programs within some departments or particular divisions.
- Legal response.
- Occasional loss control consulting contracted by County Counsel.

Proposed System

Developing systematic and ongoing programs designed to control loss is a major concern of this report. To do this, the proposed loss control program clusters loss control into three major areas: safety, training and accountability.

a. SAFETY PROGRAM ENHANCEMENTS

Proposed System

The proposed loss control safety component acknowledges the diversity of operations within the County and strengthens departmental efforts already undertaken. The proposal calls for the creation of the safety committees to work with the Office of Risk Management in determining areas of risky activities, behaviors or facilities within the various departments and look at ways of reducing these risks. Employees are crucial in risk identification activities and training. An individual department director would work with the committee in developing training needs assessment, equipment training procedures, quality circles, etc.

Action Steps

- Appoint safety committee members
- Assign duties
- Set priorities based on loss history in division
- Determining risk reducing programs and activities
- Implement training program
- Establish reposting and follow-up procedures
- Define work plans and goals for individual divisions.

b. TRAINING PROGRAM ENHANCEMENTS

Immediate needs that should be addressed through training are safety in office settings, physical body dynamics that reduce work-related injuries, inspecting facilities for exposure, legal issues, motivation and communication. This training should be available to new committees as they begin.

c. ACCOUNTABILITY

To increase accountability in Multnomah County, specific performance goals related to risk management need to be determined. Those goals must be appraised in regular performance reviews at all levels of the organization. The specific measures of performance are:

- reduction in numbers of claims
- reduction in costs of claims
- documentation of efforts
- goals developed and attained
- procedures in place and used

3. RETURN-TO-WORK PROGRAM

Present System

The commitment to a return-to-work program exists in that funding is designated in the budget. However, this program has never been fully developed. While money is allocated to fund jobs for injured workers, policies for implementation and monitoring are undefined. Consequently, while injured workers occasionally returned to work early, most stay home until fully recovered. Where multiple problems such as disputed claims, civil rights concerns or union difficulties exist, difficulties increase. As a result, money allocated for this program has not been spent.

Proposed System

The proposed program requires a Countywide effort to return injured workers to work as soon as possible. Employees will be placed in jobs that they are able to carry out within the restrictions of their injuries or illnesses. The Division of Employee Relations is the agency that will match employees with appropriate new positions. Funds will be available from the Insurance Fund to assist departments in their responsibility to absorb placements. Making the system work requires a long-term concerted effort to deal effectively with the issues that affect the treatment of injured workers.

Action Steps

- Approve Program
- Develop procedures for return-to-work program
- Provide training for managers and directors on return-to-work issues.

4. ADMINISTRATION/PROGRAM MANAGEMENT

There are a number of processes, programs and activities that administer and manage the County's risk management program.

Present System

For those current program elements, there are some administrative processes in place. However, since the County does not have a comprehensive risk management program, its administrative policies and procedures are fragmented at best.

Proposed System

The Office of Risk Management will be the centralized administrative office for all risk management activities. It will be responsible for:

- Developing job responsibilities
- Performance evaluations.
- Identification of areas that effect cost.
- Distributing reports and information.

- Goal setting for cost reduction, program development, procedural goals, overall reduction of risky activities and behavior.
- Documenting Countywide efforts and costs.

E. RISK MANAGEMENT PROGRAM MONITORING

Present System

The function of Risk Management Program Monitoring is new to Multnomah County. It cannot exist without the information that will be available through the use of a Risk Management Information System and more detailed analysis of performance and exposure.

Proposed System

Following the setting of reasonable risk management goals and objectives, activities can then be evaluated. The Office of Risk Management will be responsible for monitoring all activities. Using the Risk Management Information System information, the following questions should be considered.

- Given the inherent risk of an activity, is sufficient attention to prevention being provided?
- If the County changes its operations, how should that affect claims and insurance costs?
- How are we doing compared to last year? The year before? Why?

Action Steps

1. Determine whether goals have been met at the division, department and Countywide level.
2. Determine whether policies and procedures exist and are being followed. Do they need revision?
3. Determine whether there has been progress in eliminating and reducing exposure.
4. Determine if the numbers of claims and the costs of claims been reduced.
5. Determine if the dollars spent on these efforts justify the cost.
6. Issue a program effectiveness report.
7. Evaluate total program effort.

CAIRO CHARTS

Definitions of "consult," "approve," "informed," "responsible" and "no involvement," and charts using these terms show who is involved and what their responsibilities are for countywide risk management.

C - - - CONSULT

A - - - APPROVE

I - - - INFORMED

R - - - RESPONSIBLE

O - - - NO INVOLVEMENT

Definitions

C = Consulted

The individual holding a "C" must be invited to contribute to a decision before it is communicated. This invitation must be made with a reasonable lead time and any key staff work which supports the impending decision must be provided as well. If the holder of the "C" fails to respond within the established time frame, that individual forfeits the opportunity to influence the decision.

If the person having the "R" decides to follow a course of action that is contrary to a strong recommendation by a person having a "C," the person having the "C" must be notified promptly when the decision has been made.

A = Approves (Veto Power)

The individual holding the "A" must concur with the decision prior to its becoming formal or being communicated. This person has veto authority over a decision and must verify within an established time frame whether the decision has been approved or disapproved. A decision to disapprove also includes the obligation to explain the reason for the disapproval and to suggest a modification that would result in approval.

I = Informed

The individual holding the "I" has no required involvement in making the decision but must be informed of the decision after it has been made. This individual is usually influenced by the decision or needs the information to carry out his or her job.

R = Responsible (Prime)

The individual holding the "R" initiates the process for making the decision. This individual usually directs the appropriate staff work, reviews alternatives, and actually makes the decision (subject to the approval of another person holding an "A"). This individual normally has accountability for the decision in his or her job description or RIO.

O = No Involvement

The "O" merely completes a CAIRO document by filling a blank on the chart. It is used where an individual is formally called out on the chart for some decisions but has no involvement with others.

PEOPLE/GROUPS INVOLVED

ACTIVITIES/DECISIONS

	Chair	Board of Commissioners	Director of DGS	Office of Risk Mgmt.	Office of C. Counsel	Div. of Emp. Relations	Division of Finance	Departments	R.M. Advisory Group	Loss Control Comm.	Employees	Outside Consultants	Inf. Services Div.
1. Risk Management Inf. System*													
a. Approve	A	A	R	C	I	C	C	I	C	I	I	C	I
b. Select Consultant	I	I	A	R	I	C	C	I	I	O	O	C	C
c. Def. Selection Criteria	I	I	A	R	C	C	C	C	C	I	O	R/C	C
d. Supervise Process	I	O	A	R	O	C	O	O	O	O	O	O	I/C
e. Select	I	O	A	R	I	C	C	O	C	O	O	O	C
f. Install	I	O	I	C	O	O	O	O	O	O	O	R	O
g. Train	O	O	I	C	I	C	O	O	O	O	O	R	C/R
h. Load Loss History	O	O	R	O	C	O	C	O	O	O	O	C/R	O
2. Prioritize Information	I	I	I	R	C	A	I	C	C	C	I	C	O
Sources													

*assume selection and installation occurs prior to addition of Risk Manager.

Key:

R = Responsible
C = Consulted
A = Approves

O = Zero Involvement
I = Informed

MAJOR DECISION AREA

EXPOSURE IDENTIFICATION

PEOPLE/GROUPS INVOLVED

ACTIVITIES/DECISIONS

	Chair	Board of Commissioners	Director of DGS	Office of Risk Mgmt.	Office of C. Counsel	Div. of Emp. Relations	Division of Finance	Departments	R.M. Advisory Group	Loss Control Comm.	Employees	Outside Consultants	Inf. Services Div.
Issue Reports	I	I	I	R	I	C	I	I	I	I	I	O	O
3. Loss History	I	I	I	R	C	C	I	I	I	I	I	C/O	O
4. Documents Review	I	I	I	R	C	A	C	C	I	O	O	C/O	O
5. Surveys:													
a. Define scope	I	I	A	R	C	A	I	C	C	I	I	C/O	O
b. Develop Checklist	I	O	O	R	C	A	O	O	C	O	O	O	O
c. Conduct	I	I	I	R	I	C	I	C	C	I	O	O	O
d. Document	I	I	I	R	I	A	I	I	I	I			
6. Inspections:													
a. Develop scope	O	O	I	R	C	A	C	R	C	C	I	O/C	O
b. Develop Checklist	O	O	I	R	O	A	O	C	C	O	O	O	O

Key:

R = Responsible

O = Zero Involvement

C = Consulted

I = Informed

A = Approves

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ACTIVITIES/DECISIONS	PEOPLE/GROUPS INVOLVED													
	Chair	Board of Commissioners	Director of DGS	Office of Risk Mgmt.	Office of C. Counsel	Div. of Emp. Relations	Division of Finance	Departments	R.M. Advisory Group	Loss Control Comm.	Employees	Outside Consultants	Inf. Services Div.	
6. c. Conduct	O	O	I	C/I	C	I	O	R	C	R/I	I	O/C	O	
d. Document	I	I	I	R	C	C	I	C	I	O	O	C/O	O	
7. Legislative Process	I	I	I	R	C	C	O	I	I	O	O	O	O	
a. Review Dec. Documents	I	I	C	R	C	C	O	I	I	O	O	O	O	
b. Analyze for Risk Issues	I	I	I	R/C	C/R	C	O	I	I	O	O	O	O	
c. Document	O	O	O	R	O	I	O	O	O	O	O	O	O	
8. Compile/Maintain Exposure Inventory	I	I	I	R	O	I	I	I	I	O	O	O	O	
9. Reports from Employees	O	O	I	C	C	O	O	C	O	O	R	O	O	
10. Identify Risk from Employees Concerns	I	I	I	R	C	C	I	R	I/C	I/C	I	O	O	

Key:

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A = Approves

PEOPLE/GROUPS INVOLVED

ACTIVITIES/DECISIONS

	Chair	Board of Commissioners	Director of DGS	Office of Risk Mgmt.	Office of C. Counsel	Div. of Emp. Relations	Division of Finance	Departments	R.M. Advisory Group	Loss Control Comm.	Employees	Outside Consultants	Inf. Services Div.
1. Apply Evaluation													
Criteria to Identify Eval.													
a. Frequency	I	I	I	R	C	I	O	C	C	I	I	C	O
b. Severity	I	I	I	R	C	C	O	C	O	O	O	O	O
c. Community needs	C/R	R	I	C	C	C	O	C	O	O	O	O	O
d. Available alternatives	I	I	I	C	C	C	O	R	O	O	O	O	O
e. Organizational mission	C/R	R	C	I	C	I	O	I	C	I	I	O	O
f. Risk financing	I	I	I	R	I	C	C	I	I	O	O	O	O
g. Interested groups	R/C	R	I	I	I	I	O	C	I	I	O	O	O
affected	O	O	I	R	C	A	C	C	C	C	I	O/C	O
2. Review	C	I	C	R	C	C	I	C	C	I	O	O	O

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PEOPLE/GROUPS INVOLVED

ACTIVITIES/DECISIONS

	Chair	Board of Commissioners	Director of DGS	Office of Risk Mgmt.	Office of C. Counsel	Div. of Emp. Relations	Division of Finance	Departments	R.M. Advisory Group	Loss Control Comm.	Employees	Outside Consultants	Inf. Services Div.
3. Recommend Action	I	I	A	R	C	C	I	I	C	I	I/O	O	O
4. Decide to Eliminate Risk	R/C	R	I	C	C	C	I	C/R	I	I	I	O	O
5. Decide to Reduce Risk	C	I	I	C	C	C	C	R	C	R/C	R/I	O	O
6. Decide to Assume	A	I	A/C	R	C		C						
7. Decide to Transfer	A	I	A/C	R	C	C	C	* A/C	I	I	O	O/C	O
8. Document Evaluation Results	I	I	I	R	C	I	I	I	I	O	O	O	O
9. Document Decisions	I	I	I	R	I	I	O	I	O	O	O	O	O

*The approval of some transfer decisions may belong to departments when designated funds are involved.

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MAJOR DECISION AREA

RISK TREATMENT SELECTION - ELIMINATION

PEOPLE/GROUPS INVOLVED

ACTIVITIES/DECISIONS

	Chair	Board of Commissioners	Director of DGS	Office of Risk Mgmt.	Office of C. Counsel	Div. of Emp. Relations	Division of Finance	Departments	R.M. Advisory Group	Loss Control Comm.	Employees	Outside Consultants	Inf. Services Div.
1. Identify Priority Risks for Elimination	I	I	I	R	C	C	O	C	C	I/C	I	O	O
2. Decide to Eliminate	R/C	R	I	C	C	I	I	C	I	I	I	O	O
3. Implement Elimination of Risk	I	I	I	C/I	I	C/I	I	R	I	I	I	O	O
4. Document Risks Eliminated	I	I	I	R	I	I	O	I	I	O	O	O	O
5. Integrate Elimination Information into Insurance Program	I	I	I	R	C	C	C	I	I	O	O	O	O

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MAJOR DECISION AREA

RISK TREATMENT SELECTION - REDUCTION

PEOPLE/GROUPS INVOLVED

ACTIVITIES/DECISIONS

	Chair	Board of Commissioners	Director of DGS	Office of Risk Mgmt.	Office of C. Counsel	Div. of Emp. Relations	Division of Finance	Departments	R.M. Advisory Group	Loss Control Comm.	Employees	Outside Consultants	Inf. Services Div.
1. Identify Risks that can be	A	I	C	C	C	C	I	R	I/C	I/C	I/C	O/C	O
Reduced													
2. Devise Methods													
- Train	I	I	I	C	I	R/C	I	R/C	I	I/C	I/C	C/R	O/R
- Change operation	I	I	I	C	I/C	I/C	I	R	I	I	I	O	O
- Share risk	I	I	I	R/C	R/C	C	I	C/R	I	I	I	O	O
3. Implement Reduction	A	I	I	I	I	I		R	I	I	I		
4. Document Risks Reduced	I	I	I	R	I	I	O	I	I	O	O	O	O
5. Integrate Reduction into	I	I	A	R	I	I	I	I	I	O	O	O	O
Insurance Program													

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MAJOR DECISION AREA

RISK TREATMENT SELECTION - ASSUMPTION

PEOPLE/GROUPS INVOLVED

ACTIVITIES/DECISIONS

	Chair	Board of Commissioners	Director of DGS	Office of Risk Mgmt.	Office of C. Counsel	Div. of Emp. Relations	Division of Finance	Departments	R.M. Advisory Group	Loss Control Comm.	Employees	Outside Consultants	Inf. Services Div.
1. Decide Which Risks to Assume	I	I	A	R	C	C	I	I	I	I	I	O	O
2. Develop Plan to Control Risk	I	I	A	R/C	C	C		C/R	C	C			
3. Implement Control	A	I	I	C	C	A	I	R	I/R	I/R	I/R	O/C	O
4. Document Risks Assumed	I	I	I	R	I	I	C	I	I	I	O	O	O
5. Ensure Financing for Risks													
Assumed													
- Recommend Amount	I	I	A	R	C	C	C	I	I	I	O	C	O
- Approve Funds	A	R	I	I	I	I	I	I	I	O	O	O	O
- Manage Funds	O	O	O	O/C	I	I	R	I	I	O	O	O	O
- Allocate Funds	I	I	I	R	I/C	I/C	I	I	I	O	O	O	O

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MAJOR DECISION AREA
RISK TREATMENT SELECTION - TRANSFER
PEOPLE/GROUPS INVOLVED
ACTIVITIES/DECISIONS

	Chair	Board of Commissioners	Director of DGS	Office of Risk Mgmt.	Office of C. Counsel	Div. of Emp. Relations	Division of Finance	Departments	R.M. Advisory Group	Loss Control Comm.	Employees	Outside Consultants	Inf. Services Div.
1. Decide Which Risks to													
Transfer:													
- by contract	A	A	C	R	C	C	I	C	I	O	O	O	O
- by insurance purchase	C	I	C	R	C	A	C	C	I	O	O	O	O
2. Develop Model Contracts	I	I	A	C	R	C	C	C	I	O	O	O	O
3. Develop Policy for	C	A	C	R	C	C	I	C	C	O	O	O	O
Contracting Risks													
4. Develop Procedures for	A	I	I	R	C	C	O	C	C	I/C	O	O	O
Contracting Risks													

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PEOPLE/GROUPS INVOLVED

ACTIVITIES/DECISIONS

	Chair	Board of Commissioners	Director of DGS	Office of Risk Mgmt.	Office of C. Counsel	Div. of Emp. Relations	Division of Finance	Departments	R.M. Advisory Group	Loss Control Comm.	Employees	Outside Consultants	Inf. Services Div.
5. Insurance Programs													
a. Package Risks to be Insured	I	I	A	R	C	C/A	C	C	I	O	O	O	O
6. b. Select Broker(s)	A	I	C	R	I	C	C	I	O	O	O	O	O
c. Develop Strategy	A	I	C	R	C	C	C	O	O	O	O	O/C	O
d. Review Options	I	C	I	R	C	C	C	O	O	O	O	O/C	O
e. Select Coverage/Package	A	I	C	R	C	C	C	I	O	O	O	O/C	O
f. Inventory & Report Risks	I	I	I	R	I	A	O	I	I	O	O	O	O
Transferred through													
1) contracts 2) insurance													

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MAJOR DECISION AREA RISK MANAGEMENT PROGRAM IMPLEMENTATION - TORT LIABILITY CLAIMS ADMINISTRATION

ACTIVITIES/DECISIONS	PEOPLE/GROUPS INVOLVED													
	Chair	Board of Commissioners	Director of DGS	Office of Risk Mgmt.	Office of C. Counsel	Div. of Emp. Relations	Division of Finance	Departments	R.M. Advisory Group	Loss Control Comm.	Employees	Outside Consultants	Inf. Services Div.	
1. Intake/set up file	I	O	I	R	I	I	O	I	O	O	O	O	O	
2. Forward to County Counsel	O	O	O	R	I	A	O	O	O	O	O	O	O	
3. Set Reserve	O	O	O	R	C	O	O	O	O	O	O	*	O	
4. Investigate	O	O	O	R/C	R	I	O	C	O	O	O	*	O	
5. Direct Investigation	O	O	O	C/R	R/C	I	O	I	O	O	O	O	O	
6. Communications	I	O	I	R	C/R	I	O	I	I	O	O	O	O	
7. Evaluate legal aspects	O/I	O/I	O/I	C	R	I	O/I	O/I	I	O	O	O	O	
8. Accept														
a. Negotiate	I**	O/I	C/I	C	R	I	O	C	I	O	O	O	O	
b. Settle	A**	I	C/I	C	R	I/O	I	C	O	O	O	O	O	

*Scott Wetzel Services currently investigates, adjusts and pays claims by contract.

**Depending on circumstances approved for settlement during litigation, may involve the Chair, the Sheriff or a judge.

NOTE: For practical reasons, "I" will sometimes be satisfied through consolidated reports and summaries.

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Revised 5/27/88

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MAJOR DECISION AREA _____ RISK MANAGEMENT PROGRAM IMPLEMENTATION - TORT LIABILITY CLAIMS ADMINISTRATION

ACTIVITIES/DECISIONS	PEOPLE/GROUPS INVOLVED													
	Chair	Board of Commissioners	Director of DGS	Office of Risk Mgmt.	Office of C. Counsel	Div. of Emp. Relations	Division of Finance	Departments	R.M. Advisory Group	Loss Control Comm.	Employees	Outside Consultants	Inf. Services Div.	
c. Issue Payment	I	O	I	I	C	I	O	I	O	O	O	R	O	
9. Deny														
a. Issue response	I	O/I	I	C	R	I	O	C	O	O	O	O	O	O
b. Investigate/Prep for Lit	I	O	I	C/R	R	O/I	O	C	O	O	O	O	O	O
c. Negotiate during lit.	A	O	I	C	R	I	O	C	O	O	O	O	O	O
d. Settlement	A	O/I	I	C	R	I	I	C	O	O	O	O	O	O

*Scott Wetzel Services currently investigates, adjusts and pays claims by contract.

**Depending on circumstances approved for settlement during litigation, may involve the Chair, the Sheriff or a judge.

***A judge or mediator may be involved in negotiations and settlement approval at different stages of litigation.

NOTE: For practical reasons, "I" will sometimes be satisfied through consolidated reports and summaries.

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1631F/11A

MAJOR DECISION AREA

RISK MANAGEMENT PROGRAM IMPLEMENTATION - TORT LIABILITY CLAIMS ADMINISTRATION

PEOPLE/GROUPS INVOLVED

ACTIVITIES/DECISIONS

	Chair	Board of Commissioners	Director of DGS	Office of Risk Mgmt.	Office of C. Counsel	Div. of Emp. Relations	Division of Finance	Departments	R.M. Advisory Group	Loss Control Comm.	Employees	Outside Consultants	Inf. Services Div.
10. Evaluate for Prevention**	I	I	I	R	C	I	O	C/R	C	C	C	O	O
11. Enter Data MIS	O	O	I	R	O	I	I	I	O	O	O	O	O
12. Eval. Claims Admin. Function	I	I	A	R	C	C	C	C	O	O	O	O	O
Factors to Consider:													
Internal control, related													
activities, effectiveness,													
total program, cost benefits,													
numbers of claims, trends,													
alternatives													

*If contracted service is used, as at present. The report recommends that the current system continue but be evaluated for possible self-administration.

**The timing and method of evaluating prevention issues is different for tort and workers' compensation claims.

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Revised 5/27/88

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1631F/12

MAJOR DECISION AREA RISK MANAGEMENT PROGRAM IMPLEMENTATION - WORKERS COMPENSATION CLAIMS ADMINISTRATION

ACTIVITIES/DECISIONS	PEOPLE/GROUPS INVOLVED													
	Chair	Board of Commissioners	Director of DGS	Office of Risk Mgmt.	Office of C. Counsel	Div. of Emp. Relations	Division of Finance	Departments	R.M. Advisory Group	Loss Control Comm.	Employees	Outside Consultants	Inf. Services Div.	
1. Intake/Create File	O	O	O	R	I/O	O	O	C	O	O	O	C/R	O	
2. Investigate	O	O	O/I	R	C	C/A	O	C/R	I	I/C	O/C	R	O/C	
3. Communications	O	O	I	R	C	A	O	C	I	O	O	O	O	
4. Evaluate legal aspects	I	O	I	C	R	I	O	C	C	O	O	O	O	
5. Accept	O	O	I	A/R	C	I/C	O	C	O	O	O	O	O	
a. Issue payments	O	O	I	R	I	I	O	I	O	O	O	R	O	
b. Follow worker progress	O	O	O	R	C	I	O	C	O	O	O	O	O	
c. Work w/WC Board	O	O	O	R	C	O	O	C	O	O	O	O	O	
d. Return to work program	O	O	I	C	C	R	I	C	O	O	O	O	O	
6. Defer	O	O	O	R	C	C	O	C	O	O	O	O	O	
a. Gather information/invest	O	O	O	R	C	C	O	C	O	O	O	R	O	

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Revised 5/27/88

MAJOR DECISION AREA RISK MANAGEMENT PROGRAM IMPLEMENTATION - WORKERS COMPENSATION CLAIMS ADMINISTRATION

ACTIVITIES/DECISIONS	PEOPLE/GROUPS INVOLVED													
	Chair	Board of Commissioners	Director of DGS	Office of Risk Mgmt.	Office of C. Counsel	Div. of Emp. Relations	Division of Finance	Departments	R.M. Advisory Group	Loss Control Comm.	Employees	Outside Consultants	Inf. Services Div.	
b. Determine course of act.	O	O	O	R	C	A	O	C	O	O	O	O	O	
7. Deny	O	O	O	R	C	A	O	C	O	O	O	O	O	
a. Litigate	I	O	I	C	R	I	O	C	O	O	O	O	O	
b. Negotiation & Settlement	I	O/I	I/C	C	R	A	O	C	O	O	O	O	O	
c. Issue prints	O	O	I	I	R	I	I	I	O	O	O	R	O	
d. Return to work program	O	O	I/C	C	C	R	O	C	O	O	O	O	O	

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MAJOR DECISION AREA RISK MANAGEMENT PROGRAM IMPLEMENTATION - WORKERS COMPENSATION CLAIMS ADMINISTRATION

ACTIVITIES/DECISIONS	PEOPLE/GROUPS INVOLVED													
	Chair	Board of Commissioners	Director of DGS	Office of Risk Mgmt.	Office of C. Counsel	Div. of Emp. Relations	Division of Finance	Departments	R.M. Advisory Group	Loss Control Comm.	Employees	Outside Consultants	Inf. Services Div.	
8. Evaluate for Prevention*	I	I	I	R	C	C	O	C	C	C	I	O/C	O	
9. Enter Data MIS	O	O	I	R	I	O	I	I	I	O	O	O	O	
10. Admin. Return-to-Work Prog.	O	O	I	C	C	R	O	C	I	I	I	O	O	
11. Eval. Claims Admin. Function	I	I	A	C	C	R	C	C	C	O	O	O	O	
Factors to Consider:														
Internal control, related														
activities, effectiveness,														
total program, cost benefits,														
numbers of claims, trends,														
alternatives														

*The timing and method of evaluating prevention issues is different for tort and workers' compensation claims.

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MAJOR DECISION AREA

RISK MANAGEMENT PROGRAM IMPLEMENTATION - LOSS CONTROL PROGRAM

PEOPLE/GROUPS INVOLVED

ACTIVITIES/DECISIONS

	Chair	Board of Commissioners	Director of DGS	Office of Risk Mgmt.	Office of C. Counsel	Div. of Emp. Relations	Division of Finance	Departments	R.M. Advisory Group	Loss Control Comm.	Employees	Outside Consultants	Inf. Services Div.
1. Safety Program													
a. Establish Loss Control	A	I	I	C	I	C	I	R	C	C	I	O	O
Committee in departments													
b. Assign duties to dept.	I	I	I	C	I	C	I	R	C	C	I	O	O
Committees													
c. Employee Involvement	I	I	I	C	O	R	O	C	C	C	C	O	O
d. Training Program	I	I	I	C	I	R	I	C	C	C			
e. Inspections	I	I	I	C	C	I	I	R	C	R/C	I	O	O
f. Follow-up on reported	I	I	I	R	C	A/C	I	I	I	I	I	O	O
risks													
g. Revise reporting proc.	A	I	I	R	C	C	I	C	C	I	I	O	O

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MAJOR DECISION AREA
RISK MANAGEMENT PROGRAM IMPLEMENTATION - LOSS CONTROL PROGRAM
PEOPLE/GROUPS INVOLVED
ACTIVITIES/DECISIONS

	Chair	Board of Commissioners	Director of DGS	Office of Risk Mgmt.	Office of C. Counsel	Div. of Emp. Relations	Division of Finance	Departments	R.M. Advisory Group	Loss Control Comm.	Employees	Outside Consultants	Inf. Services Div.
1. h. Define goals of program	A	A	A	C	I	C	I	C	R	I	I	O	O
2. Training													
- Safety	I	I	I	C	I	C/R	I	R/C	C	C	C	O/R	O
- Inspection	I	I	I	C	I	C/R	I	R/C	C	C	C	O/R	O
- Identification	I	I	I	R	C	A	I	C	C	C	C	O/R	O
- Legal	I	I	I	C	R	I/R	I	C	C	C	C	O/R	O
3. Accountability													
- Set goals	I	I	C	C	C	C	I	R	I	I	I	O	O
- Monitor effectiveness													
a. Divisions	I	I	I	C	I	C	I	R	I	I	I	O	O
b. Departments	R	I	I	C	I	C	I	C	I	I	I	O	O
c. Countywide	A	R	I	C	I	I	I	C	C	I	I	O	O

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MAJOR DECISION AREA

RISK MANAGEMENT PROGRAM IMPLEMENTATION - RETURN-TO-WORK PROGRAM

PEOPLE/GROUPS INVOLVED

ACTIVITIES/DECISIONS

	Chair	Board of Commissioners	Director of DGS	Office of Risk Mgmt.	Office of C. Counsel	Div. of Emp. Relations	Division of Finance	Departments	R.M. Advisory Group	Loss Control Comm.	Employees	Outside Consultants	Inf. Services Div.
1. Approve Program	A	R	C	C	C	R	I	C	I	I	I	O	O
2. Fund Program	A	R	I	C	I	A/C	C	C	I	I	I	O	O
3. Administer Program	I	I	C	C	C	A/R	I	C	C	I	I	O	O
4. Determine readiness for RTW	O	O	I	C	C	R/A	O	C	O	O	O	C	O
5. Identify Placement	I	O	I	C	C	R	O	C	I	O	O	O	O
6. Communicate/Notify	I	I	I	T	C	C	O	I	I	O	O	O	O
7. Determine Source of Funds	A	O	A	R	O	C	I	C	I	O	O	O	O
8. Determine Length of Placement	A	O	A	R	C	C	I	C	I	O	O	O	O
9. Document Placement	O	O	O	R	I	I	I	I	O	O	O	O	O
10. Coordinate Related Issues:	O	O	I	C	C	R	O	C	O	O	O	O	O
Legal, Coll. Barg. Safety													

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MAJOR DECISION AREA

RISK MANAGEMENT PROGRAM IMPLEMENTATION - RETURN-TO-WORK PROGRAM

ACTIVITIES/DECISIONS	PEOPLE/GROUPS INVOLVED													
	Chair	Board of Commissioners	Director of DGS	Office of Risk Mgmt.	Office of C. Counsel	Div. of Emp. Relations	Division of Finance	Departments	R.M. Advisory Group	Loss Control Comm.	Employees	Outside Consultants	Inf. Services Div.	
10. Identify Costs of Claims	I	I	I	R	C	C	C	C	I	O	O	O	O	
11. Enter Data/Documents	I	I	I	R	I	I	I	I	I	O	O	O	O	

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MAJOR DECISION AREA

RISK MANAGEMENT PROGRAM IMPLEMENTATION - ADMINISTRATION/PROGRAM MANAGEMENT

PEOPLE/GROUPS INVOLVED

ACTIVITIES/DECISIONS

	Chair	Board of Commissioners	Director of DGS	Office of Risk Mgmt.	Office of C. Counsel	Div. of Emp. Relations	Division of Finance	Departments	R.M. Advisory Group	Loss Control Comm.	Employees	Outside Consultants	Inf. Services Div.
1. Set Goals Using:													
a. Number of claims	I/A	I	A	R	I	C	I	C	I	O	O	O	O
b. Costs of claims	I/A	I	A	R	I	C	I	C	I	I	O	O	O
c. Tracking incidents	I/A	I	A	R	I	C	I	C	I	I	O	O	O
d. Increasing awareness	I/A	I	A	R	I	C	I	C	I	I	O	O	O
e. Increasing employee contacts	I/A	I	A	R	I	C	I	C	I	I	O	O	O
f. Procedures written/used	I/A	I	A	R	I	C	I	C	I	I	O	O	O
2. Establish Procedures:													
- Claims management	A	I	A	R	C	C	I	C	C	I	I	O	O
- Risk identification	A	I	A	R	C	C	I	C	C	I	I	O	O

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PEOPLE/GROUPS INVOLVED

ACTIVITIES/DECISIONS

	Chair	Board of Commissioners	Director of DGS	Office of Risk Mgmt.	Office of C. Counsel	Div. of Emp. Relations	Division of Finance	Departments	R.M. Advisory Group	Loss Control Comm.	Employees	Outside Consultants	Inf. Services Div.
- Return-to-work	A	I	I	R	C	A/C	I	C	C	I	I	O	O
3. Performance Appraisal	R/A	I	A	C	I	A/C	I	C	I	I	I	O	O
4. Identify all Costs	I	I	I	R	I	A/C	C	C	C	C	I	O	O
5. Issue Report	I	I	A	R	I	A/C	I	I	I	I	I	O	O

Key:

R = Responsible

O = Zero Involvement

C = Consulted

I = Informed

A = Approves

PEOPLE/GROUPS INVOLVED

ACTIVITIES/DECISIONS

	Chair	Board of Commissioners	Director of DGS	Office of Risk Mgmt.	Office of C. Counsel	Div. of Emp. Relations	Division of Finance	Departments	R.M. Advisory Group	Loss Control Comm.	Employees	Outside Consultants	Inf. Services Div.
1. Goals Met:													
a. Division	I	O	O	I	O	O	O	R	I	I	C/R	O	O
b. Department	R	I	I	C	I	C	I	C	I	C	O	O	O
c. Countywide	I	I	I/A	R	I	A	I	I	I	I	I	O	O
3. Policies/Procedures Followed	I	I	I	R	C	C	O	C	C	C	I	O	O
4. Progress Toward Eliminating/	I	I	A	R/C	C	C	I	R/C	C	C	I	O	O
Reducing Risk:													

Key:

R = Responsible
C = Consulted
A = Approves

O = Zero Involvement
I = Informed

PEOPLE/GROUPS INVOLVED

ACTIVITIES/DECISIONS

	Chair	Board of Commissioners	Director of DGS	Office of Risk Mgmt.	Office of C. Counsel	Div. of Emp. Relations	Division of Finance	Departments	R.M. Advisory Group	Loss Control Comm.	Employees	Outside Consultants	Inf. Services Div.
a. Number of claims													
b. Cost of claims													
c. Incidental reports													
d. Costs of risk financed													
5. Issue Program Effectiveness Report	I	I	A	R	I	C	I	I	C	I	I	O/C	O
6. Evaluate Total Program	R	A	C	C	C	C	I	C	C	C	C	O/C	O

Key:

R = Responsible
C = Consulted
A = Approves

O = Zero Involvement
I = Informed

APPENDIX

OFFICE OF RISK MANAGEMENT

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graph TD; A[OFFICE OF RISK MANAGEMENT] --> B[ADMINISTRATION]; A --> C[LOSS CONTROL]; A --> D[CLAIMS MANAGEMENT]
```

ADMINISTRATION

LOSS CONTROL

CLAIMS MANAGEMENT

ISSUES AND OPTIONS

Adopting a comprehensive approach to risk management is not a quick fix to a major problem. It depends on a long-term commitment and a prioritized wish list of goals and actions. While this report offers specific solutions to the risk management problem, it also offers flexibility in program placement, funding and scheduling.

The foundation for the entire program that is recommended by this report is the Risk Management Information System (RMIS). Without this system to collect and sort necessary information, a comprehensive program of identification and evaluation of exposure is not possible. Without a program of evaluation, instituting new risk reducing programs is unlikely and we will continue to see the same fragmented system that exists currently.

While this system requires an initial capital expenditure, it is the contention of this study that this money is well spent and is an investment that will be returned through developing future cost reducing programs. Recognizing the financial limitations of the County, this report offers a priority list of activities and requirements. Program elements could be added over the years, as money allows.

MINIMUM REQUIRED ACTIVITIES

- Purchase a computerized data collection system (RMIS).
- Create an Office of Risk Management with adequate staffing.
- Hire a director for the Office of Risk Management.
- Hire a loss control and safety coordinator; move the claims technician for the Office of County Counsel to the Office of Risk Management.

MINIMUM REQUIRED COMMITMENTS

- The support of policy makers and top management
- The commitment to train and involve all County employees.
- The understanding by participants of the goals of the program and their relationship and responsibilities for achieving those goals.

Within these constraints there are some options. These options involve scheduling or phasing new activities and the organizational placement of the program.

1. RISK MANAGEMENT INFORMATION SYSTEM

The selection process for the automated data system could be started prior to the new fiscal year.

Advantages:

1. Earlier availability of information means earlier possibility of actions that could result in savings.
2. Doing it sooner lessens the delay in responding to one of the key recommendations of the Internal Audit Report #3-87.
3. Money budgeted but not spent on the Return-to-Work Program is available now.
4. Most automated systems offer increased capacity to self administer claims. Our claims administrator contract expires June 30. If the existence of the automated system allows us to negotiate for less costly claims service, it would be better to know before the contract expires. The contract is for approximately \$80,000 in services.
5. Purchasing the system has been recommended since 1981 and it is an initial cost, not an operational cost.

Disadvantages:

1. If the risk manager is not hired until July, there is a possibility that the person hired may have either special knowledge or a preference which is not included in the process.
2. Delaying this step delays spending money, making that money available for other activities. This is a known amount of money as compared with the unknown amount of savings that might be realized through earlier implementation.

2. IMPLEMENTATION OF PROGRAM

Option: Rather than begin the Risk Management Program in stages, the entire program could begin at once prior to the new fiscal year.

Advantages:

1. Avoids continuance of fragmented system.
2. Takes advantage of the attention focused on the adoption of the program to create initiative and momentum.
3. Responds more promptly to the Internal Audit Report #3-87.
4. If we assume that a risk management program will save money, then savings will begin earlier.
5. Because the program is to be funded through the Insurance Funds, it is separate from other new programs.

Disadvantages:

1. Creating a program outside of the budget process without an obvious crisis may create an undesirable precedent.
2. It is close enough to the end of the year that it may be inconsequential to begin any earlier.

NOTE: The proposed budget for the proposed Risk Management Program already includes phasing of several costs. For instance, the additional staffing of the Health Promotion Program to implement the start-up training program does not occur until the needs assessment and exposure identification and evaluation effort is completed.

ORGANIZATIONAL PLACEMENT

County Ordinance #381 places the risk management function within the Department of General Services. Research done in the course of this project did not show any reason to alter that assignment. Prior to assigning most of risk management functions to County Counsel, with some parts to Finance and Employee Relations, it had been a subdivision of the Finance Division. This section outlines some advantages and disadvantages to placement in Employee Relations, Finance and the creation of a new division, a Division of Risk Management.

CREATE A DIVISION OF RISK MANAGEMENT

Advantages:

1. Creates more independence and authority. Demonstrates the importance of the function.
2. Allows the upgrading of the salary scale to Program Manager II, which is more similar to salaries for risk managers of centralized systems in comparatively sized organizations. This gives the County the possibility of hiring a better qualified staff person.
3. By consolidating all risk management functions into its own division, it avoids possible conflict in identifying risky activities and recommending changes.
4. Risk management is a multi-disciplinary, interdepartmental activity with important differences from any entity to which it is assigned. It must relate as much to Finance, Budget and County Counsel as to Employee Relations and the various departments to which it provides technical assistance.

Disadvantages:

1. Risk Management will always be a small unit. There is within Multnomah County a reluctance to create new, small subdivisions without a compelling reason.
2. The Director of General Services already has a large number of diverse divisions directly reporting to her.
3. There are many activities that risk management must perform in a cooperative or team manner. Operating as a separate Division might create isolation.

PLACE IN EMPLOYEE RELATIONS:

Advantages:

1. Risk management must work very closely with Employee Relations since the area of employment practices is perhaps the area of greatest vulnerability in terms of tort liability.
2. The Health Promotion Program currently is a positive, Countywide program. The association will strengthen both programs.
3. Employee benefits is a costly area that would benefit by close teamwork with the Office of Risk Management in purchasing and administering benefits.
4. The training program administration is already located in Employee Relations. Creating a separate method of administering training for safety and loss control would duplicate the present effort.
5. Staff is able to match physician's release information with available work in the different departments.
6. The research phase of the project revealed that the need for early intervention in management and discipline problems was necessary in order to prevent the most difficult and damaging workers compensation claims: stress claims in combination with discipline and grievance problems. The management development efforts planned in Employee Relations dovetail nicely with the needs from a risk management perspective. The two efforts can be coordinated and duplication avoided if both programs are in the same division.
7. The new mission statement emphasizes people and the prevention of accidents and loss. This is compatible with the mission of Employee Relations.

Disadvantages:

1. Traditional views of a personnel function often view it as a relatively weak bureaucratic organization without the organizational strength of either the Finance and Budget divisions or an independent division.
2. It may be difficult for a risk manager to advocate for change if assigned to a division needing the change.
3. New initiatives by Employee Relations and increased demands on Employee Relations may deflect resources from risk management efforts.

PLACE IN THE FINANCE OR IN THE PLANNING AND BUDGET DIVISIONS

Advantages:

1. Counters the disadvantages found in assigning to Employee Relations.
2. Budget and Finance may provide more authority for the program.
3. Could provide an easier transition should the County decide to implement other types of financial accountability methods later.

4. The continuing efforts to improve financial accountability is an important and compatible mission that both Finance and Budget and Risk Management share.

Disadvantages:

1. The involvement of all employees is not part of the mission of these divisions.
2. All three divisions provide technical services and consulting to all County operations. Finance and Budget do not have programs in place that are already readily identified as similar to or compatible with loss control, safety or risk management.

SUMMARY

Placement of the risk management function varies in other organizations. Effectiveness depends on the credibility of the program over the long haul and the support given to it at the highest management and policy level. The reasons for placing in one division over another are not compelling. In selecting the location, the following questions need to be asked:

- Where will risk management receive the support and organizational strength needed to do the job?
- What placement will offer the best access to Countywide information, to help identify exposure and offer loss control opportunities?
- Which placement offers opportunities for effective cross training?
- Which placement best demonstrates the level of commitment that has created the expanded program?

**1987-88 RISK MANAGEMENT COSTS AS IDENTIFIED THROUGH
INTERVIEWS AND BUDGET DOCUMENT**

Premiums, Claims and Reserves

1.	Property Insurance Premium	\$ 163,825.00
2.	Self Insured (deduct.) loss this year	3,889.00
3.	Medical/Dental (Premium)	5,435,063.00
4.	LTD Premium	83,005.00
5.	Life Insurance Premium	96,559.00
6.	Liability Self Insured	620,000.00
7.	WC Self Insured	1,377,182.00
8.	Unemployment Benefits	<u>153,020.00</u>
	Subtotal	\$8,016,206.00

Programs

9.	Health Promotion Program	\$ 60,580.00
10.	Hazardous Material	10,000.00
11.	(5) Limited Light Positions	<u>119,854.00</u>
	Subtotal	\$ 190,434.00

Contract Services

12.	EAP (Cascade Counseling)	\$ 55,000.00
13.	Loss Control	20,000.00
14.	Professional Services (includes SWS contract; \$85,000)	<u>140,000.00</u>
		\$ 215,000.00

Administration and Staffing (General Fund)	\$ 128,141.30
Administration and Staffing (Insurance Fund)	<u>81,147.00</u>

Subtotal \$ 209,288.30

TOTAL \$8,630,928.30

**1987-88 STAFF COSTS FOR
ADMINISTERING INSURANCE FUND AND OTHER RISK MANAGEMENT FUNCTIONS**

<u>County Counsel</u>	<u>FTE</u>	<u>Salary</u>	<u>Benefits</u>
1. County Counsel	.15	\$ 9,182	\$
3,213.70			
2. CL Deputy	.20	9,562	3,346.70
3. RM Tech WC	1.00	23,109	8,088.15
4. OA Torts	1.00	20,000	7,000.00
5. Tort Atty	.40	16,000	5,600.00
6. Tort Atty	.40	12,800	4,480.00
7. Tort Atty	<u>.25</u>	<u>8,000</u>	<u>2,800.00</u>
TOTAL	3.40	ST \$98,653	\$34,528.55

Employee Relations/Labor Relations

8. Employment Analysts	.25	\$ 7,250 (low)	\$ 2,537.50
9. Health Promotino	1.00	37,000	12,950.00
10. Tech	<u>.20</u>	<u>4,800</u>	<u>1,680.00</u>
	1.45	ST \$49,050	\$17,167.50

Finance

11. Finance Manager	.05	\$ 2,050	\$ 717.50
12. Benefits Administrator	.25	7,175	2,513.75
13. Benefits OA	<u>1.00</u>	<u>20,000</u>	<u>7,000.00</u>
	1.30	ST \$29,223	\$10,231.25
	TOTAL	\$132,826	\$61,924.30

Total Salary and Benefits for internal
administration of insurance fund activities
TOTAL = \$194,750.30

RISK MANAGER SALARY SURVEY

SPRING 1988

ORGANIZATION	TOTAL EMPLOYEES	----- ANNUAL SALARY BOTTOM	----- TOP
Salem	950	\$ 30K	\$ 38K
Eugene	1,100	37	47
Tacoma	2,500	39	48
Portland	4,000+	50	
Vancouver	420	29	37
Port of Portland	780+	41	63
Washington County	850	35	43
Marion County	840	34	45
Clackamas County	1,100	28	36
Clark County (WA)	850	31	43

All data as of March 1988

Data provided by the Oregon Chapter of PRIMA (Public Risk Insurance Managers Association)

NOTE: All are centralized, including employee benefits and insurance as well as claims administration. Many other organizations only have a part-time risk manager. The smallest (under 1,000 employees) tend to contract for claims administration.

1290F/SW/kd

SUMMARY OF THE RESPONSE TO INTERNAL AUDIT REPORT #3-87

1A. Centralize the program, focus on prevention:

- New mission statement establishes importance of prevention;
- New mission statement and program assigns responsibilities and accountability specifically;
- Reorganization and creation of Office of Risk Management is a tool to focus management attention on activities related to identification and evaluation of exposure and increased participating and awareness of loss control techniques and expectations.

B. Hire risk manager and/or safety officer:

- Office of Risk Management is proposed with a risk manager and a safety officer. In addition, it is recommended that claims self-administration included but phased in to allow a smooth transition.

C. Modify Ordinance:

- The mission statement can be incorporated into the ordinance.

2. Include a procedure for County Counsel involvement:

The proposed program requires _____ County Counsel in the initial review of all new claims, in the decision process to accept/deny claims and retains County Counsel responsibilities for tort claims. Risk management is the intake for all claims. The department and the risk manager are "clients".

3. Departmental Accountability:

The specific techniques proposed in this program to achieve departmental accountability are:

- Publication of loss data by appropriate organizational units
- Establishment of loss reduction goals. Review of goal performance through annual Risk Management report
- Increased recordkeeping on past, present and future performance
- Incorporation of loss control activities into performance appraisal criteria
- Strong linkage to increased management development efforts to provide other technical support for better management in general

4. Identify and monitor all costs:

- Current costs are identified and/or estimated based on available information in the appendix
- Program requires a risk management information system to assist in cost tracking and analysis. The projected costs for the new system and program expansion will be identified in the technical amendments to the budget following approval of the program
- Detailed cost data must be part of annual report
- The tracking of administrative, direct and indirect costs is included in Claims Management Program
- All costs of claims and risk management activities should be charged to Insurance Fund. Programs and activities related to loss control should be weighed against impacts on claims costs

5. Institute a Risk Management Committee that includes a cross section of employees:

- Program recommends the development of loss control committees for each department
- Program institutes a Countywide advisory committee of Department Directors. Roles of each are defined in the program plan

6. Establish a formal system for accepting or denying claims:

- The action plan requires that specific procedures be established during the first six months of implementation of the new program;
- The proposed program defines the participants in the acceptance and denial of each claim.

7. Automated Data System for Tracking and Analysis:

- The proposed program requires on such a program;
- Furthermore, the use of such systems as are available in the marketplace may make self-administration both less costly than contracting out and more effective from a central and accountability standpoint.

8. Establish objective criteria and time periods for supplementals.

The advisory group should recommend policy for a standard supplemental. Achieving that goal must include coordination with the collective bargaining process.

9. Strengthen Return-to-Work Program:

- Increased effort from Employee Relations already in place;
- Responsibility and activities defined in Return-to-Work Program description.

10. Develop measurable goals and evaluate within two years:

- Program goals for proposed program are described in the Mission Statement and Action Plan;
- Performance goals for loss control should be established after information is available through the Risk Management Information System through division and departmental review and participation.
- Major areas of performance measurement identified in the proposal include:
 - claims reduced
 - claims costs reduced
 - total costs of each claim identified
 - policies and procedures in place and followed
 - reports issued to departments and divisions
 - total program effort reviewed

ACKNOWLEDGEMENT OF CONTRIBUTORS

The following individuals and organizations provided invaluable assistance and information during the development of this report. The shared knowledge and candid assessments of what makes a comprehensive, cost effective risk management program were greatly appreciated and invaluable in the development of this report.

Participants in Multnomah County's current program:

- Larry Kressel, Mindy Brown and Mary Cosby in the Division of County Counsel
- Department and division managers in all departments
- The sixty plus employees who agreed to tell me about their concerns, their jobs and their good ideas on how to provide a good risk management program

Participants in other governmental programs:

City of Portland
City of Springfield
Lane County
Washington County
Clackamas County
City of Gresham
City of Seattle
King County Washington
Thurston County Washington

Non-governmental programs:

Standard Insurance
Portland General Electric

Consultants:

James Morris - Risk management software systems
Robert Pater - Safety and Loss Control
Richard Hill - Program elements, research in other states, project design
Marsha Spellman - Editing and jargon reduction (elimination of jargon being an ideal rather than a reality)
Parry Ankerson, Price Waterhouse - Review and comments

Professional organizations:

Public Risk Insurance Management Association (PRIMA)
Association of Washington Cities Municipal Risk Pool
International City Managers Association

Price Waterhouse



May 12, 1988

Ms. Sharon Wylie
Risk Management Program
Development Specialist
Multnomah County
1120 S.W. Fifth
Portland, Oregon 97204-1934

Dear Ms. Wylie:

In accordance with our agreement, we have completed an analysis of your Proposed Risk Management Plan based on your "Draft" revision of April 27, 1988. This analysis was limited to four specific items. These items are:

- o Determine whether the Proposed Risk Management Plan addresses and incorporates all Multnomah County Auditor recommendations presented in Internal Audit Report #3-87.
- o Determine whether Multnomah County is properly accounting for risk management related liabilities and related expenses.
- o Determine whether the proposed risk management program design includes, identifies and describes essential risk management functions and activities.
- o Determine whether recommended staffing and resource allocation are suitable and sufficient to implement the Proposed Risk Management Program.

The results of our analysis are presented below. These results assume that all elements of the Proposed Risk Management Plan will be accepted, endorsed and funded by the Multnomah County Commission and that the program will be efficiently and effectively implemented by County managers and staff. To the extent these assumptions are not realized, the following results may be affected.



Ms. Sharon Wylie

May 12, 1988

Page 2

Response to County Auditor Recommendations

The Multnomah County Auditor presented ten recommendations regarding the County's Risk Management Program. All ten of these recommendations have been addressed in your Proposed Risk Management Program Plan.

Risk Management Accounting Issues


The key to proper accounting for risk management issues is "matching." For expenditures to be appropriate for inclusion in the generally accepted accounting principles (GAAP) financial statements and the budgetary based financial statements they must be matched with the year in which the incident that gave rise to a cost occurred.

The insurance industry has traditionally had a problem with matching costs to the period in which the liability arises. This is caused by the long-term nature of many types of insured pay-outs. For instance, if a worker is injured in a fall, the fact that there has been a substantial injury may not be known for several months, and the amount of the payments required under Workers' Compensation law and the duration of the payments is not known on the injury date with any certainty.

For the County to properly account for risk management expenses the cost of each incident that is covered under the County's self-insurance program must be estimated as accurately as possible and accrued into the period (year) in which the incident occurs.

Occurrences which happen in relatively large numbers, such as health insurance claims, can be estimated based on historical trends and industry averages adapted for the County's specific situation. Costs associated with such estimates are acceptable for GAAP, but such estimates must be updated each year by individuals who possess sufficient expertise to have a valid opinion.

Occurrences, such as workers' compensation claims that occur with some frequency, but that can vary in value from a very small dollar amount up to quite significant amounts, need a case-by-case evaluation by a professional in the field.



Ms. Sharon Wylie
May 12, 1988
Page 3

Claims that result from incidences that have occurred but have not been reported to the County, called incurred but not reported (IBNR) claims, must be estimated based on the County's history and industry averages. These IBNR claims can occur in any insured area.

The most difficult valuations are of the possible liability for damage judgements and settlement amounts resulting from the County's exposure to tort (civil) liability. Because of the diverse nature of the cases, each is unique and generalities can usually not be made about each case. The vigor with which the County wishes to defend each individual case, coupled with the available legal manpower (and the experience of that manpower) may have a significant impact on the outcome of tort cases. The estimated expenses related to these cases generally can not be judged very accurately, but must be approximated by those who are administering them. This estimate must usually be made by the attorneys who are defending the cases.

Because tort cases, and workers' compensation cases, often extend over several years, the estimates of liability may change over time. This is normal and natural. GAAP does not forbid the using of updated estimates based on better information, in fact it encourages such changes, if appropriate. When estimates change, the dollar value of the change is accounted for as a period expense in the year in which the better estimate is made. No attempt is required to make a prior period adjustment to the year in which the original occurrence took place. The estimates of costs used to form the expenses in the risk management area must be checked periodically. The ultimate outcome of each workers' compensation case and each tort case should be measured against the original estimate of the cost. The measure of error should become the basis for instructing the estimators as to how to make better estimates in the future. Ongoing education is important for maintaining a good risk management function.

GAAP does not allow expenses and liabilities to be put into an insurance program if those expenses are not the result of the best professional estimate available of the costs of incurred incidents. It is not appropriate, for



Ms. Sharon Wylie
May 12, 1988
Page 4

instance, for the County to postulate that, eventually, there will be a large flood and that the County will need significant resources in the future, so it will establish a reserve each year to accumulate a large reserve in the year estimated to be the occurrence of the flood.

This does not mean, however, that the County can not set aside money to act as a prudent reserve for unexpectedly high loss years. These reserves would have to be, however, cash transfers into the self-insurance funds with a corresponding County Commission resolution or budget intent to segregate (reserve) the funds for future loss contingencies. When a loss occurs for which the Commission wishes to use such reserves, then the Commission should "release" such reserves and any related loss expense would run through the operating statements like any other expense.

The County has accounted for risk management liabilities and expenses appropriately in the past. A question has been raised related to whether the estimates of ultimate costs made by the County's consultants and County Counsel's office have been sufficiently accurate to meet the "best estimate" test that GAAP seems to imply. To our knowledge no original estimate to actual pay-out analysis of tort liabilities has been performed. We recommend that such analysis be conducted.

Risk Management Program Elements

A comprehensive risk management program has five major functions. These functions are:

- o Exposure Identification
- o Risk Evaluation
- o Risk Control
- o Risk Program Implementation
- o Risk Program Monitoring

Your proposed Risk Management Program Plan includes those functions normally found in a comprehensive Risk Management Program.



Ms. Sharon Wylie
May 12, 1988
Page 5

The Exposure Identification function encompasses eight major activities. The activities are:

- o Loss History Analysis
- o Document Analysis
- o Discovery Surveys
- o Agency Interviews
- o Inspections
- o Legislative Monitoring
- o Operations Flow Analysis
- o Expert Engagement

Your Proposed Plan incorporates those activities normally found in a well developed exposure identification function.

The Risk Evaluation Function encompasses eight major activities. These activities are:

- o Frequency/Severity Analysis
- o Potential Loss Analysis - Documents
- o Potential Loss Analysis - Surveys
- o Potential Loss Analysis - Interviews
- o Potential Loss Analysis - Inspections
- o Loss/Cost Impact of Legislation Analysis
- o Potential Loss Analysis - Operations Flow Reviews
- o Potential Loss Analysis - Expert Identification

Your Proposed Plan incorporates those activities normally found in a well developed risk evaluation function.

The Risk Control Function encompasses four major activities. These activities are:

- o Risk Elimination
- o Risk Reduction
- o Risk Assumption
- o Risk Transfer

Your Proposed Plan incorporates those activities normally found in a well developed risk control function.



Ms. Sharon Wylie
May 12, 1988
Page 6

The Risk Program Implementation Function encompasses four major activities. These activities are:

- o Eliminate Identified Exposures
- o Reduce Identified Exposures
- o Assume Identified Exposures
- o Transfer Identified Exposures

Your Proposed Plan incorporates those activities normally found in a well developed risk program implementation function.

The Risk Program Monitoring Function encompasses five major activities. These activities are:

- o Evaluate Risk Elimination Effectiveness
- o Evaluate Risk Reduction Effectiveness
- o Evaluate Risk Assumption Effectiveness
- o Evaluate Risk Transfer Effectiveness
- o Present Results

Your Proposed Plan incorporates those activities normally found in a well developed risk program monitoring function.

Risk Management Program Resources

Our analysis of the Proposed Risk Management Program Plan identified four principal Risk Management resource requirement increases. The increases are:

- o Add a risk manager
- o Add a loss control coordinator
- o Procure and install a Risk Information Management System (RIMS)
- o Expand manager and employee training.

The claims technician proposed to be assigned to the Office of Risk Management would transfer from the Office of County Counsel. This transfer has no net impact on the level of risk management resources.



Ms. Sharon Wylie

May 12, 1988

Page 7

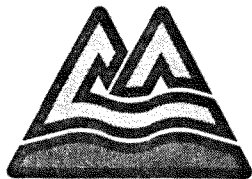
Given the significant expansion in the scope and depth of risk management activities, the anticipated increase in the level of employee Risk Management involvement, particularly exposure identification and the lack of an effective management performance, claims tracking and cost accounting capability, this initial resource request seems reasonable.

We have not been provided with an analysis of expected costs for the Proposed Risk Management Program Plan and, accordingly, have no views on this area.

If you should have any questions, please contact Darrell Dorrell, Partner or Parry Ankersen, Manager at 224-9040.

Yours very truly,

Price Waterhouse



MULTNOMAH COUNTY OREGON

50
J/160

BOARD OF COUNTY COMMISSIONERS
ROOM 605, COUNTY COURTHOUSE
1021 S.W. FOURTH AVENUE
PORTLAND, OREGON 97204

GLADYS McCOY • Chair • 248-3308
PAULINE ANDERSON • District 1 • 248-5220
GRETCHEN KAFOURY • District 2 • 248-5219
CAROLINE MILLER • District 3 • 248-5217
POLLY CASTERLINE • District 4 • 248-5213
JANE MCGARVIN • Clerk • 248-3277

June 23, 1988

Mr. Duane Zussy, Director
Department of Human Services
426 SW Stark
Portland, OR

Dear Mr. Zussy:

Be it remembered, that at a meeting of the Board of County Commissioners held June 23, 1988, the following action was taken:

In the matter of approving a \$150,000 grant)
agreement from the U.S. Department of Health and)
Human Services by Aging Services Division, to)
work with hospitals and community service pro-)
viders to set up a night and weekend response)
system for older people who go to hospital emer-)
gency rooms for non-medical problems, for period)
September 1, 1987 through December 1, 1988)
(original agreement misplaced) R-10)

Upon motion of Commissioner Anderson, duly seconded by Commissioner Kafoury, it is unanimously

ORDERED that said Intergovernmental Agreement be ratified.

Very truly yours,

BOARD OF COUNTY COMMISSIONERS

By Jane McGarvin
Jane McGarvin
Clerk of the Board

jm

cc: Budget
Finance
Purchasing
Harriet Weber
Aging Services

DATE SUBMITTED _____

(For Clerk's Use)
Meeting Date 6/23/88
Agenda No. R-10

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: FY87-88 Federal Grant For Linking Networks Project

Informal Only* _____
(Date)

Formal Only _____
(Date)

DEPARTMENT Human Services DIVISION Aging Services

CONTACT James McConnell TELEPHONE 248-3646

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD James McConnell / Duane Zussy

BRIEF SUMMARY Should include other alternatives explored, if applicable, and clear statement of rationale for the action requested.

Aging Services Division seeks approval of a \$150,000 federal grant from the U.S. Department of Health and Human Services. This grant covers a 15-month period from 9-01-87 through 12-01-88. It calls for Aging Services to work with hospitals and community service providers to set up a night and weekend response system for older people who go to hospital emergency rooms for non-medical problems.

COPY OF CONTRACT IS AVAILABLE AT THE CLERK OF THE BOARD
(IF ADDITIONAL SPACE IS NEEDED, PLEASE USE REVERSE SIDE)

ACTION REQUESTED:

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☐ POLICY DIRECTION ☐ APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA _____

IMPACT:

PERSONNEL

☐ FISCAL/BUDGETARY

☐ General Fund

Other _____

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: Duane Zussy (cc)

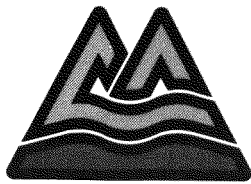
BUDGET / PERSONNEL Tombank /

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) Arminio/Br

OTHER _____
(Purchasing, Facilities Management, etc.)

NOTE: If requesting unanimous consent, state situation requiring emergency action on back.

BOARD OF
COUNTY COMMISSIONERS
1988 JUN 14 PM 4:29
MULTNOMAH COUNTY
OREGON



MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES
AGING SERVICES DIVISION
ADMINISTRATIVE OFFICES
426 S.W. STARK, 5TH FLOOR
PORTLAND, OREGON 97204
(503) 248-3646

BOARD OF COUNTY COMMISSIONERS
GLADYS MCCOY • CHAIR OF THE BOARD
PAULINE ANDERSON • DISTRICT 1 COMMISSIONER
GRETCHEN KAFOURY • DISTRICT 2 COMMISSIONER
CAROLINE MILLER • DISTRICT 3 COMMISSIONER
POLLY CASTERLINE • DISTRICT 4 COMMISSIONER

JUN 6 1988

MEMORANDUM

TO: Gladys McCoy
County Chair

VIA: Duane Zussy, Director *Duane Zussy*
Department of Human Services

FROM: James McConnell, Director *James McConnell*
Aging Services Division

DATE: May 23, 1988

SUBJECT: Resubmission of Misplaced (Lost?) Linking Networks Grant

RECOMMENDATION: The Aging Services Division recommends Board of County Commissioners approval of the attached Linking Networks Project grant for the period of September 1, 1987 through December 1, 1988.

ANALYSIS: The Linking Networks Project grant and supporting budget modification were sent into the County approval system in early November. The Budget Modification, DHS #22, was approved by the BCC November 17, 1987. The grant, DHS #250, with its accompanying Contract Approval Form, apparently was lost. It was logged in to County Counsel November 4, 1987 and cannot be found.

Therefore, we enclose the following copies of material which accompanied the original Contract Approval Form plus a newly-typed Contract Approval form:

1. Contract Approval Form, signed by Duane Zussy 11-3-87: NEEDS APPROVALS BY County Counsel, Budget Office, County Executive.
2. Original Cover Letter to Gladys McCoy, approved by Duane Zussy and James McConnell.
3. Original "Retroactive Request for Approval" Cover Letter to Martin Marglowski, approved by Duane Zussy and James McConnell.

4. Budget Modification DHS #22, approved by the BCC 11-17-87.
5. Request for Placement on BCC Agenda, approved by Duane Zussy.
6. Grant Award.

BACKGROUND:

A tracking process has been implemented within DHS and our Division to identify "lost contracts" on a more timely basis.

The Contract Approval Form carries the grant through its actual Termination Date of December 01, 1988. The funds shown cover the period of September 1, 1987 through June 30, 1988, i.e., the period in which the grant is effective in this fiscal year. The remainder of the grant already has been included in the Division's Proposed County Budget for FY88-89.



DEPARTMENT OF HEALTH & HUMAN SERVICES

Office of
Human Development Services

Administration on Aging

Assistant Secretary
Washington DC 20201

AUG 30 1987

RECEIVED
SEP 10 1987
AGING SERVICES DIVISION

Jim McConnell
Multnomah County Department of Human Services
Aging Services Division
426 S. W. Stark, 5th Floor
Portland, Oregon 97204

Ref: Grant No. 90-AM-0275
Federal Funds Awarded:
\$150,000.

Dear Mr. McConnell:

I am pleased to inform you that your grant application entitled, "The Linking Networks Project of the Living At Home Coalition," has been approved for funding by the Administration on Aging (AoA) under the Office of Human Development Services Fiscal Year 1987 Coordinated Discretionary Funds Program. Your grant award is made pursuant to the legislative authorization of the Older Americans Act of 1965, Title IV, Public Law 89-73, as amended.

AoA, together with State and Area Agencies on Aging, is working to help build a stronger system of services for older persons, especially those who are most vulnerable. We want to make the comprehensive, coordinated, community-based system of care envisioned in the Older Americans Act a reality throughout the nation. Grants funded under the discretionary program are designed to help achieve this goal. I expect that your work will contribute to the building of this system.

The enclosed Financial Assistance Awarded (FAA) specifies the amount and duration of your grant. Also enclosed are copies of the instructions and regulations pertinent to the administration of your grant. The number referenced above has been assigned to your grant and should be used on all grant related correspondence.

The Project Officer responsible for monitoring and assisting in the programmatic activities of the project is:

Peter B. Holguin
Division of Research and Demonstrations
Administration on Aging
Room 4260, HHS North Building
330 Independence Avenue, S.W.
Washington, D.C. 20201
Telephone (202)245-0050

The Grants Management Official assigned to your project and available to assist you in the non-programmatic aspects of the grant is:

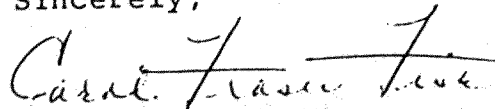
Michelle Hughes
Office of Human Development Services/HHS
Acquisition and Assistance Management Branch
Room 349-F, HHH Building
200 Independence Avenue, S.W.
Washington, D.C. 20201
Telephone (202) 472-6715

Please note that all correspondence and reports related to your grant should be transmitted both to the Grants Management Official and the Project Officer.

Under the Coordinated Discretionary Program, HDS requires progress and financial reports to be submitted at quarterly (3 month) intervals throughout the entire project period. The enclosed "Instructions for Quarterly Progress Reporting" and "Financial Reporting Requirements" detail the reporting schedule and format.

If we can be of any assistance, please feel free to contact your Project Officer. We are looking forward to working with you on this important project.

Sincerely,



Carol Fraser Fisk
Commissioner on Aging

Enclosures

DEPARTMENT OF HEALTH AND HUMAN SERVICES
Office of Human Development Services
FINANCIAL ASSISTANCE AWARD

PMS DOCUMENT NUMBER:
010090AM0275

1. AWARDING OFFICE: AOA MODEL PROJECT		2. ASSISTANCE TYPE: GRANT		3. AWARD NO.: 90AM0275/01		4. AMEND. NO.:	
5. TYPE OF AWARD: DEMONSTRATION		6. TYPE OF ACTION: NEW		7. AWARD AUTHORITY: 89-73 AS AMENDED TITLE I		10. CAT. NO.: 13.668	
8. BUDGET PERIOD: 09/01/87 THRU 12/01/88		9. PROJECT PERIOD: 09/01/87 THRU 12/01/88					
11. RECIPIENT ORGANIZATION: MULTNOMAH COUNTY DEPT. OF HUMAN SVCS. AGING SERVICES DIVISION 426 S.W. STARK, 5TH FLOOR PORTLAND OR 97204 BETSY SKLOOT, DEPARTMENT DIRECTOR				12. PROJECT/PROGRAM TITLE: PRIORITY AREA 1.3B-LINKING NETWORKS PROJECT OF THE LIVING AT HOME COALITION			
13. COUNTY: MULTNOMAH		14. CONGR. DIST.: 01		15. PRINCIPAL INVESTIGATOR OR PROGRAM DIRECTOR: JIM MCCONNELL			
16. APPROVED BUDGET:				17. AWARD COMPUTATION:			
PERSONNEL\$ 54,137				A. NON-FEDERAL SHARE\$ 207,507 58.0			
FRINGE BENEFITS 21,413				B. FEDERAL SHARE\$ 150,000 42.0			
TRAVEL 0				18. FEDERAL SHARE COMPUTATION:			
EQUIPMENT 2,000				A. TOTAL FEDERAL SHARE\$ 150,000			
SUPPLIES 3,000				B. UNOBLIGATED BALANCE FEDERAL SHARE\$ 0			
CONTRACTUAL 0				C. FED. SHARE AWARDED THIS BUDGET PERIOD\$ 150,000			
OTHER 271,079				19. AMOUNT AWARDED THIS ACTION: \$ 150,000			
TOTAL DIRECT COSTS 351,629				20. FEDERAL \$ AWARDED THIS PROJECT PERIOD:			
TOTAL INDIRECT COSTS CALCULATED\$ 5,878				21. AUTHORIZED TREATMENT OF PROGRAM INCOME: ADDITIONAL COSTS			
AT * % OF \$				22. APPLICANT EIN: 1936002309A5			
TO N-KIND CONTRIBUTIONS\$ 0				23. PAYEE EIN:		24. OBJECT CLASS:	
TOTAL APPROVED BUDGET ► \$ 357,507						41.45	

25. FINANCIAL INFORMATION:

ORGN	FED %	YR SUPT	PROG	APPROPRIATION	CAN NO.	NEW AMT.	UNOBLIG.	NONFED %
AOA		1	D80	7571636	71994310	150,000		

26. REMARKS:

THERE ARE SPECIAL CONDITIONS ATTACHED TO THIS AWARD.
IDC CALCULATED AT: * 75% X \$71,615 = \$5,371
.7% X \$72,507 = 507

\$5,878

ATTACHED ARE TERMS AND CONDITIONS, INSTRUCTIONS FOR REQUESTING FUNDS, REPORTING REQUIREMENTS, OHDS GRANTS ADMINISTRATION MANUAL WHICH INCLUDED PART 74 OF TITLE 45 OF THE CODE OF FEDERAL REGULATIONS AND A COPY OF THE ANTI-LOBBYING NOTICE. GRANTEE'S INITIAL EXPENDITURE OF FUNDS CONSTITUTES ACCEPTANCE OF THIS AWARD. NO FUTURE SUPPORT IS ANTICIPATED.
COMMIT.# CDP5703

27. SIGNATURE - HDS GRANTS OFFICER <i>Margaret A. Tolson</i> MARGARET A. TOLSON		DATE: 8-19-87		28. SIGNATURE(S) CERTIFYING FUND AVAILABILITY <i>[Signature]</i>		DATE: 8/25/87	
29. SIGNATURE AND TITLE - PROGRAM OFFICIAL(S) <i>Carol Fraser Fisk</i> CAROL FRASER FISK		DATE: 8/26/87		COMMISSIONER, AOA			

RECEIVED
SEP 10 1987
HHS OFFICE OF INSURANCE

SPECIAL CONDITION

NON-FEDERAL SHARE REQUIREMENTS

The grantee agrees to provide at least the amount of non-Federal share as specified in the application and as shown on the face of the award. This amount must be contributed even if it exceeds the minimal amount required by law, regulation, or other HDS provision. Failure to provide this amount of non-Federal share will result in a proportionate reduction of the Federal share or other disallowance action.

DEPARTMENT OF HEALTH AND HUMAN SERVICES (DHHS)
OFFICE OF HUMAN DEVELOPMENT SERVICES (HDS)

RECEIVED
SEP 10 1987
AGING SERVICES DIVISION

ADMINISTRATION ON AGING

DISCRETIONARY AWARDS PROGRAM

TERMS AND CONDITIONS

The attached "Notice of Financial Assistance Awarded" is subject to Federal legislation and to DHHS and HDS regulations and policies. These include the following:

1. Program legislation: Public Law 89-73, Title IV, as amended.
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 - A. Part 6 - Inventions and patents (general)
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 - I. Part 80 - Nondiscrimination under programs receiving Federal assistance through the Department of Health and Human Services effectuation of Title VI of the Civil Rights Act of 1964
 - J. Part 81 - Practice and procedure for hearings under Part 80 of this Title
 - K. Part 84 - Nondiscrimination on the basis of handicap in programs and activities receiving or benefitting from Federal financial assistance
 - L. Part 91 - Nondiscrimination on the basis of age in HHS programs or activities receiving Federal financial assistance
3. The HDS Grants Administration Manual.

DMHS/HDS TERMS AND CONDITIONS

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Note: Recipients should refer to cost principles set forth or cross-referenced in 45 CFR 74, Subpart Q, rather than versions in the above guides since the cost principles in the guides are outdated.

5. The recipient organization must carry out the project according to the application as approved by HDS, including the proposed work program and any amendments, all of which are incorporated by reference in these terms and conditions.
6. Failure to submit reports (i.e. financial, progress, or other required reports) on time may be a basis for withholding financial assistance payments, suspension, termination or denial of refunding.



DEPARTMENT OF HEALTH & HUMAN SERVICES

Office of
Human Development Services

Administration on Aging

Assistant Secretary
Washington DC 20201

AUG 30 1987

RECEIVED
SEP 10 1987
AGING SERVICES DIVISION

Jim McConnell
Multnomah County Department of Human Services
Aging Services Division
426 S. W. Stark, 5th Floor
Portland, Oregon 97204

Ref: Grant No. 90-AM-0275
Federal Funds Awarded:
\$150,000.

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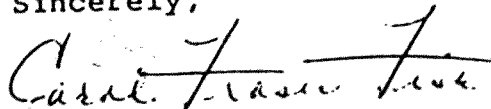
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29. SIGNATURE AND TITLE - PROGRAM OFFICIAL(S) <i>Carol Fraser Fisk</i> CAROL FRASER FISK				DATE: 8/26/87 COMMISSIONER, AOA			

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SEP 10 1987
HHS OFFICE OF ASSISTANT

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DEPARTMENT OF HEALTH AND HUMAN SERVICES (DHHS)
OFFICE OF HUMAN DEVELOPMENT SERVICES (HDS)

ADMINISTRATION ON AGING

DISCRETIONARY AWARDS PROGRAM

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 - J. Part 81 - Practice and procedure for hearings under Part 80 of this Title
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RECEIVED
SEP 10 1987
AGING SERVICES DIVISION

DHHS/HDS TERMS AND CONDITIONS

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CONTRACT APPROVAL FORM

(See instructions on reverse side)

TYPE I

- ☐ Professional Services under \$10,000
☐ Revenue
☒ Grant Funding
☐ Intergovernmental Agreement

Amendment to above, Number _____
 (Original Contract Amount _____)

TYPE II

- ☐ Professional Services over \$10,000 (RFP, Exemption)
☐ PCRB Contract
☐ Maintenance Agreement
☐ Licensing Agreement

Amendment to above, Number _____
 (Original Contract Amount _____)

Contact Person MARIE EIGHMEY Phone x3646 Date 10-30-87

Department HUMAN SERVICES Division AGING SERVICES Bldg/Room 160/5th

The enclosed grant covers a 15-month period of 9-01-87 thru 12-01-88 for a total \$150,000 federal money and potential \$13,472 third party payments. this total, \$100,000 grant funds and \$9,161 third party payments are revenue for FY87-88. This money funds the Linking Networks Project in which Aging Services Division works with hospitals community service providers to set up a night/weekend response system for older people who go hospital emergency rooms for non-medical problems.

RFP/BID # _____ Date of RFP/BID _____ Date of Exemption _____

Reviewed For ☐ MBE ☐ FBE Participation

Contractor is ☐ MBE ☐ FBE

Contractor Name U.S. Dept. of Health & Human Services, Administration on Aging ATTN: Peter B. Ho

Mailing Address Room 4270, HHS North Bldg.

Washington D.C. 20221

Phone (202) 245-0050

Employer ID# or SS# 1936002309A5

Effective Date September 1, 1987

Termination Date XXXXXX1988 Dec. 01, 1988

Total Amount of Agreement \$ 109,161 FY87-88
54,581 FY88-89
163,742

See Bud Mod DHS #22

Required Signatures:

Department Head Duane Zussy

Date 11-3-87

Purchasing Director _____
 (Type II Contracts Only)

Date _____

County Counsel _____

Date _____

Budget Office _____

Date _____

County Executive/Sheriff _____

Date _____

TRANSACTION CODE		P O	AGENCY		PO DATE		m m d d y y		ACCOUNTING PERIOD		m m y y		BUDGET FY	y y	ACTION	
															<input type="checkbox"/> Original Entry (E)	
															<input type="checkbox"/> Adjustment (M)	
VENDOR CODE			VENDOR NAME										TOTAL AMOUNT		\$	
LINE NO.	CONTRACT NUMBER		FUND	AGENCY	ORGANIZATION	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	DESCRIPTION					AMOUNT	
										REVENUE CODE - Funds for FY87-88:						
			156	010	1710	AS80				2067-Linking Networks Gr.					\$	51,732
			156	010	1750	"				2067-Linking Networks GR.					\$	48,268
			156	010	1750	"				4014-3rd Party Pymts					\$	9,161
															\$	



MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES
AGING SERVICES DIVISION
ADMINISTRATIVE OFFICES
426 S.W. STARK, 5TH FLOOR
PORTLAND, OREGON 97204
(503) 248-3646

BOARD OF COUNTY COMMISSIONERS
GLADYS McCOY • CHAIR OF THE BOARD
PAULINE ANDERSON • DISTRICT 1 COMMISSIONER
GRETCHEN KAFOURY • DISTRICT 2 COMMISSIONER
CAROLINE MILLER • DISTRICT 3 COMMISSIONER
POLLY CASTERLINE • DISTRICT 4 COMMISSIONER

MEMORANDUM

TO: Gladys McCoy
County Chair

VIA: Duane Zussy, Director
Department of Human Services

FROM: James McConnell, Director
Aging Services Division *JMc by me*

DATE: May 23, 1988

SUBJECT: Resubmission of Misplaced (Lost?) Linking Networks Grant

RECOMMENDATION: The Aging Services Division recommends Board of County Commissioners approval of the attached Linking Networks Project grant for the period of September 1, 1987 through December 1, 1988.

ANALYSIS: The Linking Networks Project grant and supporting budget modification were sent into the County approval system in early November. The Budget Modification, DHS #22, was approved by the BCC November 17, 1987. The grant, DHS #250, with its accompanying Contract Approval Form, apparently was lost. It was logged in to County Counsel November 4, 1987 and cannot be found.

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5. Request for Placement on BCC Agenda, approved by Duane Zussy.
6. Grant Award.

BACKGROUND:

A tracking process has been implemented within DHS and our Division to identify lost "contracts" on a more timely basis.

The Contract Approval Form carries the grant through its actual Termination Date of December 01, 1988. The funds shown cover the period of September 1, 1987 through June 30, 1988, i.e., the period in which the grant is effective in this fiscal year. The remainder of the grant already has been included in the Division's Proposed County Budget for FY88-89.

DATE SUBMITTED _____

(For Clerk's Use)

Meeting Date _____

Agenda No. _____

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: FY87-88 Federal Grant For Linking Networks Project

Informal Only* _____

(Date)

Formal Only _____

(Date)

DEPARTMENT Human Services

DIVISION Aging Services

CONTACT James McConnell

TELEPHONE 248-3646

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD James McConnell / Duane Zussy

BRIEF SUMMARY Should include other alternatives explored, if applicable, and clear statement of rationale for the action requested.

Aging Services Division seeks approval of a \$150,000 federal grant from the U.S. Department of Health and Human Services. This grant covers a 15-month period from 9-01-87 through 12-01-88. It calls for Aging Services to work with hospitals and community service providers to set up a night and weekend response system for older people who go to hospital emergency rooms for non-medical problems.

COPY OF CONTRACT IS AVAILABLE AT THE CLERK OF THE BOARD
(IF ADDITIONAL SPACE IS NEEDED, PLEASE USE REVERSE SIDE)

ACTION REQUESTED:

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☐ POLICY DIRECTION ☐ APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA _____

IMPACT:

PERSONNEL

☐ FISCAL/BUDGETARY

☐ General Fund

Other _____

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: Duane Zussy (cc)

BUDGET / PERSONNEL /

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) _____

OTHER _____
(Purchasing, Facilities Management, etc.)

NOTE: If requesting unanimous consent, state situation requiring emergency action on back.



DEPARTMENT OF HEALTH & HUMAN SERVICES

Office of
Human Development Services

Administration on Aging

Assistant Secretary
Washington DC 20201

AUG 30 1987

RECEIVED
SEP 10 1987
AGING SERVICES DIVISION

Jim McConnell
Multnomah County Department of Human Services
Aging Services Division
426 S. W. Stark, 5th Floor
Portland, Oregon 97204

Ref: Grant No. 90-AM-0275
Federal Funds Awarded:
\$150,000.

Dear Mr. McConnell:

I am pleased to inform you that your grant application entitled, "The Linking Networks Project of the Living At Home Coalition," has been approved for funding by the Administration on Aging (AoA) under the Office of Human Development Services Fiscal Year 1987 Coordinated Discretionary Funds Program. Your grant award is made pursuant to the legislative authorization of the Older Americans Act of 1965, Title IV, Public Law 89-73, as amended.

AoA, together with State and Area Agencies on Aging, is working to help build a stronger system of services for older persons, especially those who are most vulnerable. We want to make the comprehensive, coordinated, community-based system of care envisioned in the Older Americans Act a reality throughout the nation. Grants funded under the discretionary program are designed to help achieve this goal. I expect that your work will contribute to the building of this system.

The enclosed Financial Assistance Awarded (FAA) specifies the amount and duration of your grant. Also enclosed are copies of the instructions and regulations pertinent to the administration of your grant. The number referenced above has been assigned to your grant and should be used on all grant related correspondence.

The Project Officer responsible for monitoring and assisting in the programmatic activities of the project is:

Peter B. Holguin
Division of Research and Demonstrations
Administration on Aging
Room 4260, HHS North Building
330 Independence Avenue, S.W.
Washington, D.C. 20201
Telephone (202)245-0050

The Grants Management Official assigned to your project and available to assist you in the non-programmatic aspects of the grant is:

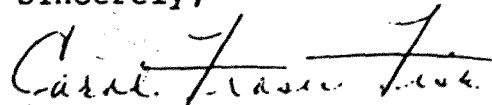
Michelle Hughes
Office of Human Development Services/HHS
Acquisition and Assistance Management Branch
Room 349-F, HHH Building
200 Independence Avenue, S.W.
Washington, D.C. 20201
Telephone (202) 472-6715

Please note that all correspondence and reports related to your grant should be transmitted both to the Grants Management Official and the Project Officer.

Under the Coordinated Discretionary Program, HDS requires progress and financial reports to be submitted at quarterly (3 month) intervals throughout the entire project period. The enclosed "Instructions for Quarterly Progress Reporting" and "Financial Reporting Requirements" detail the reporting schedule and format.

If we can be of any assistance, please feel free to contact your Project Officer. We are looking forward to working with you on this important project.

Sincerely,



Carol Fraser Fisk
Commissioner on Aging

Enclosures

DEPARTMENT OF HEALTH AND HUMAN SERVICES
Office of Human Development Services
FINANCIAL ASSISTANCE AWARD

PMS DOCUMENT NUMBER:
010090AM0275

1. AWARDING OFFICE: AOA MODEL PROJECT		2. ASSISTANCE TYPE: GRANT	3. AWARD NO.: 90AM0275/01	4. AMEND. NO.:
5. TYPE OF AWARD: DEMONSTRATION		6. TYPE OF ACTION: NEW		7. AWARD AUTHORITY: 89-73 AS AMENDED TITLE I
8. BUDGET PERIOD: 09/01/87 THRU 12/01/88		9. PROJECT PERIOD: 09/01/87 THRU 12/01/88		10. CAT. NO.: 13.668
11. RECIPIENT ORGANIZATION: MULTNOMAH COUNTY DEPT. OF HUMAN SVCS. AGING SERVICES DIVISION 426 S.W. STARK, 5TH FLOOR PORTLAND OR 97204 BETSY SKLOOT, DEPARTMENT DIRECTOR			12. PROJECT/PROGRAM TITLE: PRIORITY AREA 1.3B-LINKING NETWORKS PROJECT OF THE LIVING AT HOME COALITION	
13. COUNTY: MULTNOMAH		14. CONGR. DIST.: 01	15. PRINCIPAL INVESTIGATOR OR PROGRAM DIRECTOR: JIM MCCONNELL	
16. APPROVED BUDGET:			17. AWARD COMPUTATION:	
PERSONNEL\$ 54,137 FRINGE BENEFITS 21,413 TRAVEL 0 EQUIPMENT 2,000 SUPPLIES 3,000 CONTRACTUAL 0 OTHER 271,079 ----- TOTAL DIRECT COSTS 351,629 TOTAL INDIRECT COSTS CALCULATED\$ 5,878 AT * % OF \$ TO N-KIND CONTRIBUTIONS\$ 0 TOTAL APPROVED BUDGET ► \$ 357,507			A. NON-FEDERAL SHARE\$ 207,507 58.0 B. FEDERAL SHARE\$ 150,000 42.0 18. FEDERAL SHARE COMPUTATION: A. TOTAL FEDERAL SHARE\$ 150,000 B. UNOBLIGATED BALANCE FEDERAL SHARE\$ 0 C. FED. SHARE AWARDED THIS BUDGET PERIOD\$ 150,000 19. AMOUNT AWARDED THIS ACTION: \$ 150,000 20. FEDERAL \$ AWARDED THIS PROJECT PERIOD: 21. AUTHORIZED TREATMENT OF PROGRAM INCOME: ADDITIONAL COSTS 22. APPLICANT EIN: 1936002309A5 23. PAYEE EIN: 24. OBJECT CLASS: 41.45	

25. FINANCIAL INFORMATION:

ORGN	FED %	YR SUPT	PROG	APPROPRIATION	CAN NO.	NEW AMT.	UNOBLIG.	NONFED %
AOA		1	D80	7571636	71994310	150,000		

26. REMARKS:

THERE ARE SPECIAL CONDITIONS ATTACHED TO THIS AWARD.
IDC CALCULATED AT: * 75% X \$71,615 = \$5,371
.7% X \$72,507 = 507

\$5,878

ATTACHED ARE TERMS AND CONDITIONS, INSTRUCTIONS FOR REQUESTING FUNDS, REPORTING REQUIREMENTS, OHDS GRANTS ADMINISTRATION MANUAL WHICH INCLUDED PART 74 OF TITLE 45 OF THE CODE OF FEDERAL REGULATIONS AND A COPY OF THE ANTI-LOBBYING NOTICE. GRANTEE'S INITIAL EXPENDITURE OF FUNDS CONSTITUTES ACCEPTANCE OF THIS AWARD. NO FUTURE SUPPORT IS ANTICIPATED.
COMMIT.# CDP5703

27. SIGNATURE - HDS GRANTS OFFICER <i>Margaret A. Tolson</i> MARGARET A. TOLSON	DATE: 8-19-87	28. SIGNATURE(S) CERTIFYING FUND AVAILABILITY <i>Carol Fraser Fisk</i> CAROL FRASER FISK	DATE: 8/26/87
29. SIGNATURE AND TITLE - PROGRAM OFFICIAL(S) <i>Carol Fraser Fisk</i> CAROL FRASER FISK		COMMISSIONER, AOA	

RECEIVED
SEP 10 1987
HHS OFFICE OF INSURANCE

SPECIAL CONDITION

NON-FEDERAL SHARE REQUIREMENTS

The grantee agrees to provide at least the amount of non-Federal share as specified in the application and as shown on the face of the award. This amount must be contributed even if it exceeds the minimal amount required by law, regulation, or other HDS provision. Failure to provide this amount of non-Federal share will result in a proportionate reduction of the Federal share or other disallowance action.

DEPARTMENT OF HEALTH AND HUMAN SERVICES (DHHS)
OFFICE OF HUMAN DEVELOPMENT SERVICES (HDS)

RECEIVED
SEP 10 1987
AGING SERVICES DIVISION

ADMINISTRATION ON AGING

DISCRETIONARY AWARDS PROGRAM

TERMS AND CONDITIONS

The attached "Notice of Financial Assistance Awarded" is subject to Federal legislation and to DHHS and HDS regulations and policies. These include the following:

1. Program legislation: Public Law 89-73, Title IV, as amended.
2. DHHS regulations codified in Title 45 of the Code of Federal Regulations:
 - A. Part 6 - Inventions and patents (general)
 - B. Part 8 - Inventions resulting from research grants, fellowship awards, and contracts for research
 - C. Part 16 - Procedures of the Department Grant Appeals Board
 - D. Part 30 - Claims collection
 - E. Part 46 - Protection of human subjects
 - F. Part 74 - Administration of grants
 - G. Part 75 - Informal grant appeals procedures
 - H. Part 76 - Debarment and suspension from eligibility for financial assistance
 - I. Part 80 - Nondiscrimination under programs receiving Federal assistance through the Department of Health and Human Services effectuation of Title VI of the Civil Rights Act of 1964
 - J. Part 81 - Practice and procedure for hearings under Part 80 of this Title
 - K. Part 84 - Nondiscrimination on the basis of handicap in programs and activities receiving or benefitting from Federal financial assistance
 - L. Part 91 - Nondiscrimination on the basis of age in HHS programs or activities receiving Federal financial assistance
3. The HDS Grants Administration Manual.

DHHS/HDS TERMS AND CONDITIONS

4. Organizations receiving or intending to receive indirect costs are subject to one of four guides, all of which are entitled, "Cost principles and procedures for establishing indirect cost and other rates for grants and contracts with the Department of Health and Human Services." The four guides for the different kinds of non-profit organizations are:

- A. A Guide for Non-Profit Organizations, OASMB-5, May 1983
- B. A Guide for Colleges and Universities, OASC-1, Revised September, 1974
- C. A Guide for State and Local Government Organizations, OASC-10, December 1976
- D. A Guide for Hospitals, OASC-3, Revised, July, 1974

Note: Recipients should refer to cost principles set forth or cross-referenced in 45 CFR 74, Subpart Q, rather than versions in the above guides since the cost principles in the guides are outdated.

5. The recipient organization must carry out the project according to the application as approved by HDS, including the proposed work program and any amendments, all of which are incorporated by reference in these terms and conditions.
6. Failure to submit reports (i.e. financial, progress, or other required reports) on time may be a basis for withholding financial assistance payments, suspension, termination or denial of refunding.

BUDGET MODIFICATION NO. DHS #22Approved 11/17/87
(For Clerk's Use) Meeting Date
Agenda No.T. REQUEST FOR PLACEMENT ON THE AGENDA FOR November 1987

(Date)

DEPARTMENT Human ServicesDIVISION Aging ServicesCONTACT Marie EighmeyTELEPHONE 248-3646*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Jim McConnellSUGGESTEDAGENDA TITLE (to assist in preparing a description for the printed agenda)DHS Budget Modification # 22, to increase Aging Services Division budget by \$100,000 to fund the Linking Networks Project.

(Estimated Time Needed on the Agenda)

2. DESCRIPTION OF MODIFICATION (Explain the changes this Bud Mod makes. What budget does it increase? What do the changes accomplish? Where does the money come from? What budget is reduced? Attach additional information if you need more space.)

X PERSONNEL CHANGES ARE SHOWN IN DETAIL ON THE ATTACHED SHEET

This budget modification adds \$100,000 new revenue to the Aging Services Division FY87-88 budget to implement the Linking Networks Project. The \$100,000 is part of a total \$150,000 award covering the 15-month period of September 1, 1987 through December 1, 1988. In conjunction with in-kind match from Aging Services, hospitals, and community services providers, the new revenue funds the initiation of a night & weekend referral service for those elderly who go to hospital emergency room to receive help for non-medical problems. The project will have case managers on call to respond to elderly needs, secure emergency services as needed, and refer the clients to appropriate agencies for follow-up during regular business hours.

This grant pays for a director and the part-time assistance of a secretary and financial assistant for this project. It also buys case management services & covers indirect costs.

3. REVENUE IMPACT (Explain revenues being changed and the reason for the change).

DESCRIPTION	CURRENT REVENUE	NEW REVENUE	REVISED REVENUE
Adopted Budget, Federal/ State Program Fund	\$7,205,861	\$ 0	\$7,205,861
Federal Grant 90AM0275		100,000	100,000
	\$7,205,861	\$100,000	\$7,305,861

Increases service reimbursement to Insurance Fund by \$3,282 and service reimbursement to General Fund by \$4,103.

4. CONTINGENCY STATUS (to be completed by Finance/Budget)

Contingency before this modification (as of _____) \$ _____
(Specify Fund) (Date)

After this modification \$ _____

Originated By

Date

Department Director

Date

James McConnell by ME

11/05/87

Duane Zussy (a)

11/9/87

Finance/Budget

Date

Employee Relations

Date

Tomuhonk

11/9/87

Susan Daniel 11/9/87

Board Approval

Date

EXPENDITURE

TRANSACTION EB []

GM [] TRANSACTION DATE _____

ACCOUNTING PERIOD _____

BUDGET FY _____

Document Number	Action	Fund	Agency	Organi- zation	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Sub- Total	Description
		156	010	1710	AS80		5100			\$ 27,035		Permanent
		156	010	1710	AS80		5200			8,315		Temporary
		156	010	1710	AS80		5500			7,897		Fringe
		156	010	1710	AS80		5550			3,282		Insurance
											\$46,529	ORG 1710 Personnel
		156	010	1710	AS80		6310			1,100		Education/Travel
		156	010	1710	AS80		7100			4,103		Indirect Cost
											5,203	ORG 1710 Matls/Svcs
											\$51,732	ORG 1710 Total
		156	010	1750	AS80		6060			48,268		Pass-Thru Grant \$
											\$48,268	ORG 1750 Matls/Svcs
											\$100,000	TOTAL ASD
		400	040	7231			6520			3,282		Insurance Reimb.
		100	050	9120			7700			4,103		County G/F Contingency- Indirect Cost - Reimb.
											7,385	TOTAL OTHER

TOTAL EXPENDITURE CHANGE \$107,385
 REVENUE TOTAL EXPENDITURE CHANGE

TRANSACTION RB []

GM [] TRANSACTION DATE _____

ACCOUNTING PERIOD _____

BUDGET FY _____

Document Number	Action	Fund	Agency	Organi- zation	Activity	Reporting Category	Revenue Source	Current Amount	Revised Amount	Change Increase (Decrease)	Sub- Total	Description
		156	010	1710			2067			\$ 51,732		Linking Networks Grant
		156	010	1750			2067			48,268		Linking Networks Grant
		400	040	7231			6602			3,282		Svc Reimb F/S to Ins Fur
		100	045	7410			6602			4,103		Svc Reimb F/S to G/F

TOTAL REVENUE

104-44390-21

CHANGE

\$107,385

TOTAL REVENUE CHANGE

5. ANNUALIZED PERSONNEL CHANGES (Compute on a full year basis even though this action affects only a part of the fiscal year.)

FTE Increase (Decrease)	POSITION TITLE	Annualized			
		BASE PAY Increase (Decrease)	FRINGE Increase (Decrease)		TOTAL Increase (Decrease)
			FRG	INS	
1.0	Program Supervisor (Project Director)	\$28,439	7,630	2,921	\$38,990
.5	Office Assistant II (Secretary)	7,966	2,137	2,194	12,297
.2	Financial Technician	4,159	1,116	2,099	7,374
TOTAL CHANGE (ANNUALIZED)		\$40,564	10,883	7,214	\$58,661

6. CURRENT YEAR PERSONNEL DOLLAR CHANGES (calculate costs or savings that will take place within this fiscal year; these should explain the actual dollar amounts being changed by this Bud Mod.)

Full Time Positions, Part-Time, Overtime, or Premium	Explanation of Change	Current FY			
		BASE PAY Increase (Decrease)	FRINGE Increase (Decrease)		TOTAL Increase (Decrease)
			FRG	INS	
0.67 FTE (12-month basis)	Program Supervisor (Project Director), Exempt, 1.0 FTE for remaining 8 months of FY 87-88 (11/01 thru 06/30/88).				
	Base: 1,392 hrs. x \$13.62/hr (Step 2 rate)	\$18,959	5,087	1,954	\$26,000
	Fringe: \$18,959 x .2683				
	Insurance: (\$18,959 x .0339) + (67% of \$1,957)				

5. ANNUALIZED PERSONNEL CHANGES (Compute on a full year basis even though this action affects only a part of the fiscal year.)

FTE Increase (Decrease)	POSITION TITLE	Annualized		
		BASE PAY Increase (Decrease)	FRINGE Increase (Decrease)	TOTAL Increase (Decrease)

TOTAL CHANGE (ANNUALIZED)

6. CURRENT YEAR PERSONNEL DOLLAR CHANGES (calculate costs or savings that will take place within this fiscal year; these should explain the actual dollar amounts being changed by this Bud Mod.)

Full Time Positions, Part-Time, Overtime, or Premium	Explanation of Change	Current FY		
		BASE PAY Increase (Decrease)	FRINGE Increase (Decrease)	TOTAL Increase (Decrease)
			FRG INS	
0.33 FTE (12-month basis)	OFFICE ASST 2 (Secretary), Nonexempt, .5 FTE for remaining 8 months of FY 87-88.			
	Base: 696 hrs. x \$7.63/hr. (Step 2 rate)	\$ 5,310	1,425 792	\$7,527
	Fringe: \$5,310 x .2683			
	Insurance: (\$5,310 x .0250) + (33% of \$38) + (33% of \$1,957)			

5. ANNUALIZED PERSONNEL CHANGES (Compute on a full year basis even though this action affects only a part of the fiscal year.)

FTE Increase (Decrease)	POSITION TITLE	Annualized		
		BASE PAY Increase (Decrease)	FRINGE Increase (Decrease)	TOTAL Increase (Decrease)

TOTAL CHANGE (ANNUALIZED)

6. CURRENT YEAR PERSONNEL DOLLAR CHANGES (calculate costs or savings that will take place within this fiscal year; these should explain the actual dollar amounts being changed by this Bud Mod.)

Full Time Positions, Part-Time, Overtime, or Premium	Explanation of Change	Current FY		
		BASE PAY Increase (Decrease)	FRINGE Increase (Decrease)	TOTAL Increase (Decrease)
			FRG INS	
.13 FTE (12-month basis)	FINANCIAL TECHNICIAN, Nonexempt, .2FTE for remaining 8 months of FY 87-88.			
	Base: 278 hours x \$9.95/hr. (Step 2 rate)	\$ 2,766	742 328	\$3,836
	Fringe: \$2,766 x .2683			
	Insurance: (\$2,766 x .0250) + (13% of \$38) + (13% of \$1,957)			
	Total Permanent Positions:	\$27,035	7,254 3,074	\$37,363
	Temporary (additional personnel support for project start up while staff hiring is in progress).	\$ 8,315	643 208	\$ 9,166
	TOTAL PERS. SVCS:	\$35,350	7,897 3,282	\$46,529



MULTNOMAH COUNTY OREGON

50
3160

BOARD OF COUNTY COMMISSIONERS
ROOM 605, COUNTY COURTHOUSE
1021 S.W. FOURTH AVENUE
PORTLAND, OREGON 97204

GLADYS McCOY • Chair • 248-3308
PAULINE ANDERSON • District 1 • 248-5220
GRETCHEN KAFOURY • District 2 • 248-5219
CAROLINE MILLER • District 3 • 248-5217
POLLY CASTERLINE • District 4 • 248-5213
JANE MCGARVIN • Clerk • 248-3277

June 23, 1988

Mr. Duane Zussy, Director
Department of Human Services
426 SW Stark
Portland, OR

Dear Mr. Zussy:

Be it remembered, that at a meeting of the Board of County Commissioners held June 23, 1988, the following action was taken:

In the matter of ratification of Amendment #13)
to the State Mental Health Intergovernmental)
revenue agreement whereby net total of \$23,866)
is reduced for FY 87-88, to reflect anticipated)
service levels and expenditures through June 30,)
1988 R-11)

Upon motion of Commissioner Anderson, duly seconded by Commissioner Kafoury, it is unanimously

ORDERED that said Intergovernmental Agreement be ratified.

Very truly yours,

BOARD OF COUNTY COMMISSIONERS

By Jane McGarvin
Jane McGarvin
Clerk of the Board

jm
cc: Budget
Finance
Purchasing
Harriet Weber
Social Services

DATE SUBMITTED _____

(For Clerk's Use)

Meeting Date 6/23/88
Agenda No. R-11

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: Ratification of intergovernmental revenue amendment

Informal Only* _____
(Date)

Formal Only _____
(Date)

DEPARTMENT Human Services DIVISION Social Services

CONTACT Susan Clark TELEPHONE 248-3691

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Duane Zussy/Gary Smith

BRIEF SUMMARY Should include other alternatives explored, if applicable, and clear statement of rationale for the action requested.

Ratification of Amendment #13 to the State Mental Health Intergovernmental revenue agreement for the 87/89 biennium whereby a net total of (\$23,866) is reduced for FY 87/88 to reflect anticipated service levels and expenditures through June 30, 1988. This will be the last State Amendment for FY 87/88.

Budget modification DHS #52 being processed simultaneously and should be scheduled together.

(IF ADDITIONAL SPACE IS NEEDED, PLEASE USE REVERSE SIDE)

ACTION REQUESTED:

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☐ POLICY DIRECTION ☒ RATIFICATION

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA _____

IMPACT:

PERSONNEL

☒ FISCAL/BUDGETARY Net reduction (\$23,866)

☐ - General Fund

Other Federal/State

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: Duane Zussy

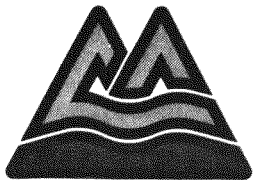
BUDGET / PERSONNEL Tombork /

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) Arminda/B

OTHER _____
(Purchasing, Facilities Management, etc.)

NOTE: If requesting unanimous consent, state situation requiring emergency action on back.

BOARD OF
COUNTY COMMISSIONERS
1988 JUN 14 PM 4:29
MULTNOMAH COUNTY
OREGON



MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES
SOCIAL SERVICES DIVISION
ADMINISTRATIVE OFFICES
426 S.W. STARK, 6TH FLOOR
PORTLAND, OREGON 97204
(503) 248-3691

BOARD OF COUNTY COMMISSIONERS
GLADYS McCOY • CHAIR OF THE BOARD
PAULINE ANDERSON • DISTRICT 1 COMMISSIONER
GRETCHEN KAFOURY • DISTRICT 2 COMMISSIONER
CAROLINE MILLER • DISTRICT 3 COMMISSIONER
POLLY CASTERLINE • DISTRICT 4 COMMISSIONER

MEMORANDUM

TO: Gladys McCoy
Multnomah County Chair

VIA: Duane Zussy *Duane Zussy (DC)*
Director, Department of Human Services

FROM: Gary Smith *GS*
Director, Social Services Division

DATE: June 2, 1988

SUBJECT: Recommendation to Ratify Amendment #13 to the State Mental Health
Grant and Approval Granted on Accompanying Budget Modification DHS # 52

RECOMMENDATION: Social Services Division recommends Board ratification of Amendment #13 to the State Mental Health Grant for the FY 87/89 biennium and approval of the accompanying budget modification DHS # 52 appropriating the revenue.

ANALYSIS: This amendment impacts six separate programs as follows:

DD Contracts increased by \$20,904 for additional vocational, residential and transportation services to be subcontracted.

DD Case Management increased by \$1,629 to cover temporary staff costs associated with increased client case loads.

MED Operations increased by \$1,679 from start-up funds awarded specifically designated for the purchase of a printer and controller.

MED Contracts decreased by (\$50,279) to reflect anticipated expenditures in the Capitation Project through June 30. \$20,000 is carried over for FY 88/89.

A&D Contracts transfers \$972 in Student Retention revenue from drug free to alcohol free outpatient services.

As a result of the above adjustments, State Local Administration funding is increased by \$901 and will be appropriated in the SSD Administration budget to cover over expenditures in supplies. An additional \$1,200 from MED Start-up revenue is being reimbursed to Administration for covering training costs incurred by MED staff associated with the Capitation Project.

State Amendment #13 Recommendation
June 2, 1988
Page Two

Amendment #13 decreases Multnomah County's grant by a net total of (\$23,866) and results in an overall appropriation for FY 87/88 of \$19,283,024. Funds are appropriated in the accompanying budget modification DHS # 52.

BACKGROUND: The 87/89 biennial agreement is routinely amended throughout the term to reflect adjustments in services and funding as needed, generally at the request of the County, our providers or the State. This will be the last State amendment to be processed for the 87/88 fiscal year. As a result of this action, a number of subcontract agency agreements must be amended. To assure all subcontract agreements are amended to reflect current State funding and service levels and fully executed prior to the end of this fiscal year, we request the amendments be processed through the County system as expeditiously as possible.

Attachments

Chavis copy

JUN 20 1988

DATE SUBMITTED _____

(For Clerk's Use)

Meeting Date _____

Agenda No. _____

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: Ratification of intergovernmental revenue amendment

Informal Only* _____
(Date)

Formal Only _____
(Date)

DEPARTMENT Human Services DIVISION Social Services

CONTACT Susan Clark TELEPHONE 248-3691

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Duane Zussy/Gary Smith

BRIEF SUMMARY Should include other alternatives explored, if applicable, and clear statement of rationale for the action requested.

Ratification of Amendment #13 to the State Mental Health Intergovernmental revenue agreement for the 87/89 biennium whereby a net total of (\$23,866) is reduced for FY 87/88 to reflect anticipated service levels and expenditures through June 30, 1988. This will be the last State Amendment for FY 87/88.

Budget modification DHS #52x being processed simultaneously and should be scheduled together.

(IF ADDITIONAL SPACE IS NEEDED, PLEASE USE REVERSE SIDE)

ACTION REQUESTED:

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☐ POLICY DIRECTION ☒ RATIFICATION

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA _____

IMPACT:

PERSONNEL

☒ FISCAL/BUDGETARY Net reduction (\$23,866)

☐ - General Fund

Other Federal/State

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: _____

BUDGET / PERSONNEL _____ / _____

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) _____

OTHER _____
(Purchasing, Facilities Management, etc.)

NOTE: If requesting unanimous consent, state situation requiring emergency action on back.

BUDGET MODIFICATION NO. _____

(For Clerk's Use) Meeting Date _____
Agenda No. _____

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR _____

(Date)

DEPARTMENT Human Services

DIVISION Social Services

CONTACT Susan Clark

TELEPHONE 248-3691

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD _____

SUGGESTED

AGENDA TITLE (to assist in preparing a description for the printed agenda)

Budget Modification DHS #__ adjusts various Social Services Division budgets for a net reduction of (\$23,866) to reflect Amendment #13 to the State Mental Health Grant.

(Estimated Time Needed on the Agenda)

2. DESCRIPTION OF MODIFICATION (Explain the changes this Bud Mod makes. What budget does it increase? What do the changes accomplish? Where does the money come from? What budget is reduced? Attach additional information if you need more space.)

☐ PERSONNEL CHANGES ARE SHOWN IN DETAIL ON THE ATTACHED SHEET

Budget modification DHS #__ requests Board approval to adjust five Social Services Division budgets appropriating revenue received in Amendment #13 to the State Mental Health Grant. These adjustments include:

DD Contracts increased by \$20,904 for additional vocational, residential and transportation services to be subcontracted.

DD Case Management increased by \$1,629 in Professional Services to cover temporary staff costs associated with increased caseloads.

MED Operations increased by \$1,679 from start-up funds specifically designated for the purchase of a printer and controller.

MED Contracts decreased by (\$50,170) to reflect projected actual expenditures in the Capitation Project through June 30th.

SSD Administration increased by \$2,101 for training reimbursement and related expenses in the administration of the above service increases.

3. REVENUE IMPACT (Explain revenues being changed and the reason for the change)

State Mental Health Grant decreased by (\$23,866). Contract DHS #113-13.

4. CONTINGENCY STATUS (to be completed by Finance/Budget)

Contingency before this modification (as of _____)

\$ _____

(Specify Fund)

(Date)

After this modification

\$ _____

Originated By

Date

Department Director

Date

Finance/Budget

Date

Employee Relations

Date

Board Approval

Date

EXPENDITURE

TRANSACTION EB []

GM []

TRANSACTION DATE _____

ACCOUNTING PERIOD _____

BUDGET FY _____

Document Number	Action	Fund	Agency	Organi- zation	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Sub- Total	Description
		156	010	1100			6120			1,200		Increase Printing
		156	010	1100			6230			901		Increase Supplies
											2,101	Total Org. 1100
		156	010	1215			6060			20,904	20,904	Increase Pass Through
		156	010	1270			6110			1,629	1,629	Increase Professional Svcs.
		156	010	1302			8400			1,679	1,679	Increase Equipment
		156	010	1305			6060			(50,179)	(50,179)	Decrease Pass Through

TOTAL EXPENDITURE CHANGE

(23,866)

TOTAL EXPENDITURE CHANGE

REVENUE

TRANSACTION RB []

GM []

TRANSACTION DATE _____

ACCOUNTING PERIOD _____

BUDGET FY _____

Document Number	Action	Fund	Agency	Organi- zation	Activity	Reporting Category	Revenue Source	Current Amount	Revised Amount	Change Increase (Decrease)	Sub- Total	Description
		156	010	1100			2605			2,101		State Mental Health Grant
		156	010	1215			2605			20,904		State Mental Health Grant
		156	010	1270			2605			1,629		State Mental Health Grant
		156	010	1302			2605			1,679		State Mental Health Grant
		156	010	1305			2605			(50,179)		State Mental Health Grant

TOTAL REVENUE CHANGE

(23,866)

TOTAL REVENUE CHANGE



MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES
SOCIAL SERVICES DIVISION
ADMINISTRATIVE OFFICES
426 S.W. STARK, 6TH FLOOR
PORTLAND, OREGON 97204
(503) 248-3691

BOARD OF COUNTY COMMISSIONERS
GLADYS McCOY • CHAIR OF THE BOARD
PAULINE ANDERSON • DISTRICT 1 COMMISSIONER
GRETCHEN KAFOURY • DISTRICT 2 COMMISSIONER
CAROLINE MILLER • DISTRICT 3 COMMISSIONER
POLLY CASTERLINE • DISTRICT 4 COMMISSIONER

MEMORANDUM

TO: Gladys McCoy
Multnomah County Chair

VIA: Duane Zussy
Director, Department of Human Services

FROM: Gary Smith
Director, Social Services Division

DATE: June 2, 1988

SUBJECT: Recommendation to Ratify Amendment #13 to the State Mental Health
Grant and Approval Granted on Accompanying Budget Modification DHS #__

RECOMMENDATION: Social Services Division recommends Board ratification of Amendment #13 to the State Mental Health Grant for the FY 87/89 biennium and approval of the accompanying budget modification DHS #__ appropriating the revenue.

ANALYSIS: This amendment impacts six separate programs as follows:

DD Contracts increased by \$20,904 for additional vocational, residential and transportation services to be subcontracted.

DD Case Management increased by \$1,629 to cover temporary staff costs associated with increased client case loads.

MED Operations increased by \$1,679 from start-up funds awarded specifically designated for the purchase of a printer and controller.

MED Contracts decreased by (\$50,279) to reflect anticipated expenditures in the Capitation Project through June 30. \$20,000 is carried over for FY 88/89.

A&D Contracts transfers \$972 in Student Retention revenue from drug free to alcohol free outpatient services.

As a result of the above adjustments, State Local Administration funding is increased by \$901 and will be appropriated in the SSD Administration budget to cover over expenditures in supplies. An additional \$1,200 from MED Start-up revenue is being reimbursed to Administration for covering training costs incurred by MED staff associated with the Capitation Project.

State Amendment #13 Recommendation
June 2, 1988
Page Two

Amendment #13 decreases Multnomah County's grant by a net total of (\$23,866) and results in an overall appropriation for FY 87/88 of \$19,283,024. Funds are appropriated in the accompanying budget modification DHS #__.

BACKGROUND: The 87/89 biennial agreement is routinely amended throughout the term to reflect adjustments in services and funding as needed, generally at the request of the County, our providers or the State. This will be the last State amendment to be processed for the 87/88 fiscal year. As a result of this action, a number of subcontract agency agreements must be amended. To assure all subcontract agreements are amended to reflect current State funding and service levels and fully executed prior to the end of this fiscal year, we request the amendments be processed through the County system as expeditiously as possible.

Attachments



MULTNOMAH COUNTY OREGON

CONTRACT APPROVAL FORM

(See instructions on reverse side)

TYPE I

- ☐ Professional Services under \$10,000
☒ Revenue
☐ Grant Funding
☒ Intergovernmental Agreement

Amendment # 13 to Contract # 101138
 (Original Contract Amount 33,627,406)

TYPE II

- ☐ Professional Services over \$10,000 (RFP, Exemption)
☐ PCRB Contract
☐ Maintenance Agreement
☐ Licensing Agreement

Amendment # _____ to Contract # _____
 (Original Contract Amount _____)

Contact Person Susan Clark Phone 248-3691 Date 6/2/88

Department Human Services Division Social Services Bldg/Room 160/6

Description of Contract Implements adjustments in various mental health service allocations to reflect Amendment #13 to the State Mental Health Grant for FY 87/88.

RFP/BID # _____ Date of RFP/BID _____ Date of Exemption _____

Reviewed For ☐ MBE ☐ FBE Participation Contractor is ☐ MBE ☐ FBE

Contractor Name State Mental Health Division

Mailing Address 2575 Bittern Street, N.E.

Salem, OR 97310

Phone 373-7827

Employer ID# or SS# NA-REVENUE

Effective Date July 1, 1987

Termination Date June 30, 1988

Total Amount of Agreement \$ (23,866) Decrease

Appropriated in bud mod DHS # ____ Both amendment and bud mod should be processed simultaneously.

Payment Terms

- ☐ Lump Sum \$ _____
☒ Monthly \$ Allotment
☐ Other \$ _____

☐ Requirements contract-requisition required

Purchase Order No. _____

Required Signatures:

Department Head _____ Date _____

Purchasing Director _____ Date _____

(Type II Contracts Only)

County Counsel _____ Date _____

Budget Office _____ Date _____

County Executive/Sheriff _____ Date _____

TRANSACTION CODE	P.O.	AGENCY	PO DATE	ACCOUNTING PERIOD	BUDGET FY	ACTION					
VENDOR CODE		VENDOR NAME			TOTAL AMOUNT						
LINE NO.	CONTRACT NUMBER	FUND	AGENCY	ORGANIZATION	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	DESCRIPTION	AMOUNT	INC/DEC IND
		156	010	1100					Rev. Source 2605	\$ 2,101	
				1215						\$ 20,904	
				1270						\$ 1,629	
				1302						\$ 1,679	
				1305						\$ (50,179)	



Department of Human Resources
MENTAL HEALTH DIVISION

2575 BITTERN STREET N.E., SALEM, OREGON 97310-0520

1987-89 INTERGOVERNMENTAL AGREEMENT

PART I - AMENDMENT # 13

AGREEMENT FINANCIAL SUMMARY

DATE ISSUED: May 18, 1988

AGREEMENT NUMBER: #26-001

AGREEMENT PERIOD: 7-1-87 THROUGH 6-30-89

LOCAL GOVERNMENT UNIT: Multnomah County

426 SW Stark Street

Portland, OR 97204

	<u>PART I-A</u>	<u>PART I-B</u>	<u>TOTAL</u>
1987-88:	<u>\$18,742,306</u>	<u>\$4,069,781</u>	<u>\$22,812,087</u>
1988-89:	<u>\$20,386,522</u>	<u>\$4,171,693</u>	<u>\$24,558,215</u>
		BIENNIAL TOTAL:	<u>\$47,370,302</u>

THIS AMENDMENT IS REFLECTED IN REVISIONS TO THE ATTACHED DOCUMENTS:

Part I - Notes and Special Conditions

Part I-A, 1987-88 and 1988-89

Part I-B, 1987-88 and 1988-89

8331D/0174C
4/2/87

AN EQUAL OPPORTUNITY EMPLOYER

MHD/CCS#0356

Appr.
JLS/K
5/7/87

PART I - NOTES AND SPECIAL CONDITIONS

This amendment includes the following actions:

1. Local Administration (LA 01) is increased \$901 and \$3,453 in the two years based on the Developmental Disabilities increases below.
2. Community Hospital Services (MED 24) are increased \$6,390 in order to reimburse the county for expenses in caring for patients unable to receive care at state psychiatric hospitals during a state employee strike in September 1987.
3. PSRB (MED 30) is increased \$410 reimbursing the county for emergency expenses to assist one client.
4. 20,000 for CPS Project (MED 37) operations is transferred from 1987-88 to 1988-89. An additional \$36,979 of General Funds and \$37,526 Title XIX Limitation are reduced from the element based on current expenditure and reimbursement projections for 1987-88.
5. Start-up funds of \$2,879 are added for MED 37 in 1987-88. A portion (\$1,200) of these funds are to reimburse the county for previously approved staff training expenses. The remaining funds are subject to Exhibit #1. 1200 TRAINING
1679 PRINTER
2879
6. Supported Employment (DD 43) is increased \$12,032 and \$49,473 in 1987-88 and 1988-89. Case Management (DD 48) and Transportation (DD 53) are also increased \$1,489 and \$1,237 respectively in 1987-88 and \$6,121 and \$5,088 in 1988-89.

These increases are for an additional 32 client service months in the elements in 1987-88 and 129 additional client service months in 1988-89. The total DD 43 slots will be increased to at least 72 by 6-30-88 and 80 by 6-30-89 as a result of these actions.

7. DD service elements are further increased as follows in order to provide for one client transferred from an ICF/MR to county services in April 1988:
 - o Activity Centers (DD 40) increase \$1,374 and \$5,604 in 1987-88 and 1988-89;
 - o DD 48 is increased \$140 and \$569 in the two years;
 - o Residential Facilities (DD 50) is increased \$4,118 and \$16,800;
 - o DD 53 is increased \$655 and \$2,673.

MULTNOMAH COUNTY
#26-001, Amendment #13
May 17, 1988

8. DD 50 is further increased \$1,488 in 1987-88 to provide staff coverage for residents on school holidays.
9. Slots and their funding are transferred as shown in Part I-A for the two years between A&D Outpatient Services (A&D 64 and A&D 65).
10. DUII services (A&D 67, 68, 77 and 78) are reduced \$106,463 and \$106,464 in the two years based on current need for this capacity in the county.

These actions reduce the 1987-89 Agreement \$164,538 to \$47,370,302.

Special Conditions

13.1 Start-up funds are subject to Exhibit #1.

13.2 Funds awarded in #7 are subject to the following conditions:

- (a) COUNTY will serve only that individual who has been prior approved by name and in writing by DIVISION, and will retain a record of that approval document. In the event that this individual no longer resides in COUNTY or no longer requires state supported services, COUNTY agrees to provide services to another individual approved by DIVISION who has service needs similar to the person for whom funding is provided through this amendment.
- (b) COUNTY shall maintain a case planning process and recordkeeping system which documents any change in the individual support/program plan for this individual. This requirement also applies to any new clients as provided for in item (a) above.
- (c) COUNTY shall send written notice to DIVISION which identifies providers who will receive funds and provide services to these individuals. COUNTY shall provide information as requested by DIVISION to enable DIVISION to register service providers in CPMS in compliance with federal requirements for administration of Title XIX funds..

13.3 Selection of providers for 8 of the DD 43 slots awarded in this amendment is subject to approval by DIVISION.

Special Conditions For Start-Up Funds

Start-up funds awarded in this amendment will be paid as reimbursement for actual expenditures and are subject to the following terms and conditions:

1. Reimbursement for all expenditures is contingent on Division approval of a line-item budget showing proposed expenditure of Division funds and an expenditure report which documents actual expenditures. The Division may provide cash in advance following approval of the line-item budget. An expenditure report is due at the Division 90 days after services are initiated. Instructions for submitting budgets, expenditure reports and other documents as required below are contained in the Financial Procedures Manual.
2. Expenditures for personal services or services and supply items shall be documented in an expenditure report which shows actual expenditures by employee and position and uses the same service/supply categories contained in the line-item budget.
3. Expenditures for furnishings and fixtures shall be documented in an expenditure report, accompanied by an inventory and receipts for all items which cost over \$100 and the address of the facility in which each item will be located and used.
4. Expenditures for vehicles, computers and other special equipment shall be documented in an expenditure report, accompanied by receipts for all items purchased and a security interest in favor of the Division for each item which exceeds \$1,000 in cost.
5. Items purchased under Items 3 and 4 above must be used for purposes described in this award for the expected useful life of the item or five years, whichever is less, except as follows:
 - a. Prior approval is obtained from the Division for an alternative use;
 - b. The equipment is lost or rendered useless for reasons other than negligence on the part of the county or a county subcontractor;
 - c. Division funds for operation of programs or services in the facility are discontinued.

Failure of the county/contractor or its subcontractors to comply with terms stated above shall result in repayment to the Division of a prorated share of the award based on the length of time the equipment was used for purposes described in this amendment. The Division may, at its discretion, require repossession of the equipment in lieu of repayment. Any repayment will occur as otherwise provided in this Agreement.

- 0343E
11/18/87

MULTNOMAH COUNTY:

STATE MENTAL HEALTH DIVISION:

Community Contracts Manager	Date
Oregon State Mental Health Division	

Gary Smith	Date
Director, Social Services Division	

APPROVED AS TO FORM:

Laurence Kressel
Multnomah County Counsel

By _____ Date _____
Deputy County Counsel

OREGON STATE MENTAL HEALTH DIVISION
Amendment To Agreement for Community Mental Health Services
PART I-A

Page: 1
As Of: 05/18/88

1987-88

CONTRACTOR: MULTNOMAH COUNTY

AGREEMENT NO: 26-001

AMD #: 13

Mental Health Division Service Elements	SE Number	Agreement Amount	Change	Revised Amount	Revised Units
LOCAL ADMINISTRATION	LA 01	609,496	901	610,397	0.0
Subtotal:	LA	609,496	901	610,397	
CTS - CHILDREN	MED 22	356,633	0	356,633	114.0
COMM SUPPORT SERVICE	MED 23	3,897,890	0	3,897,890	1,176.0
COMM HOSPITAL SERVIC	MED 24	411,363	6,390	417,753	284.0
NON-HOSPITAL CRISIS	MED 25	1,132,416	0	1,132,416	2,951.0
CTS - ADULT	MED 27	21,814	0	21,814	14.0
RCF	MED 28	800,565	0	800,565	197.0
PRECOMMITMENT	MED 29	488,981	0	488,981	1,222.0
PSRB	MED 30	112,719	410	113,129	32.0
SEMI-INDEPENDENT LIV	MED 33	176,544	0	176,544	96.0
CPS PROJECT	MED 37	166,749	-56,979	109,770	105.0
SUPPORTED EMPLOYMENT	MED 38	8,332	0	8,332	10.0
CSS-HOMELESS	MED 39	79,839	0	79,839	0.0
Subtotal:	MED	7,653,845	-50,179	7,603,666	
ACTIVITY CENTER	DD 40	1,528,853	1,374	1,530,227	348.0
SHELTERED SERVICES P	DD 42	533,655	0	533,655	133.0
SUPPORTED WORK	DD 43	202,334	12,032	214,366	72.0
DD DIVERSION SERVICE	DD 44	55,315	0	55,315	0.0
SEMI-INDEPENDENT LIV	DD 47	180,493	0	180,493	9.4
CASE MANAGEMENT	DD 48	373,509	1,629	375,138	1,376.0
RES FACILITIES	DD 50	2,845,062	5,606	2,850,668	239.0
EMPLOYMENT TRANSPORT	DD 53	399,551	1,892	401,443	518.0
EARLY INTERVENTION	DD 55	822,132	0	822,132	246.0
Subtotal:	DD	6,940,904	22,533	6,963,437	
ALCOHOL RESIDENTIAL	A&D 61	512,269	0	512,269	97.0
DRUG RESIDENTIAL CAR	A&D 62	328,871	0	328,871	43.0
NON-HOSP ALC. DETOX	A&D 63	570,381	0	570,381	47.0
OUTPT ALCOHOL	A&D 64	744,676	972	745,648	646.0
OUTPT DRUG-FREE	A&D 65	577,844	-972	576,872	333.0
METHADONE MAINTENANC	A&D 69	499,356	0	499,356	275.0

OREGON STATE MENTAL HEALTH DIVISION
Amendment To Agreement for Community Mental Health Services
PART I-A

Page: 2
As Of: 05/18/88

1987-88

CONTRACTOR: MULTNOMAH COUNTY

AGREEMENT NO: 26-001 AMD #: 13

Mental Health Division Service Elements	SE Number	Agreement Amount	Change	Revised Amount	Revised Units
PREVENTION & E.I.	A&D 70	89,511	0	89,511	0.0
CIRT	A&D 71	221,458	0	221,458	14.0
NON-HOSP DRUG DETOX	A&D 73	20,440	0	20,440	2.0
Subtotal:	A&D	3,564,806	0	3,564,806	
<hr/>					
AGREEMENT TOTAL		\$18,769,051	-26,745	\$18,742,306	

OREGON STATE MENTAL HEALTH DIVISION
Amendment To Agreement for Community Mental Health Services
PART I-A

Page: 1

As Of: 05/18/88

1988-89

CONTRACTOR: MULTNOMAH COUNTY

AGREEMENT NO: 26-001

AMD #: 13

Mental Health Division Service Elements	SE Number	Agreement Amount	Change	Revised Amount	Revised Units
LOCAL ADMINISTRATION	LA 01	658,556	3,453	662,009	0.0
Subtotal:	LA	658,556	3,453	662,009	

CTS - CHILDREN	MED 22	383,824	0	383,824	114.0
COMM SUPPORT SERVICE	MED 23	4,091,240	0	4,091,240	1,176.0
COMM HOSPITAL SERVIC	MED 24	419,590	0	419,590	284.0
NON-HOSPITAL CRISIS	MED 25	1,155,064	0	1,155,064	2,951.0
CTS - ADULT	MED 27	22,250	0	22,250	14.0
RCF	MED 28	816,576	0	816,576	197.0
PRECOMMITMENT	MED 29	498,761	0	498,761	1,222.0
PSRB	MED 30	114,973	0	114,973	32.0
SEMI-INDEPENDENT LIV	MED 33	255,822	0	255,822	121.0
CPS PROJECT	MED 37	592,222	20,000	612,222	105.0
SUPPORTED EMPLOYMENT	MED 38	74,438	0	74,438	10.0
CSS-HOMELESS	MED 39	239,517	0	239,517	0.0
Subtotal:	MED	8,664,277	20,000	8,684,277	

ACTIVITY CENTER	DD 40	1,541,985	5,604	1,547,589	333.0
SHELTERED SERVICES P	DD 42	544,328	0	544,328	133.0
SUPPORTED WORK	DD 43	322,532	49,473	372,005	80.0
DD DIVERSION SERVICE	DD 44	55,514	0	55,514	0.0
SEMI-INDEPENDENT LIV	DD 47	184,103	0	184,103	9.4
CASE MANAGEMENT	DD 48	371,758	6,690	378,448	1,359.0
RES FACILITIES	DD 50	3,003,884	16,800	3,020,684	224.0
EMPLOYMENT TRANSPORT	DD 53	413,012	7,761	420,773	506.0
EARLY INTERVENTION	DD 55	838,575	0	838,575	246.0
Subtotal:	DD	7,275,691	86,328	7,362,019	

ALCOHOL RESIDENTIAL	A&D 61	522,514	0	522,514	97.0
DRUG RESIDENTIAL CAR	A&D 62	335,448	0	335,448	43.0
NON-HOSP ALC. DETOX	A&D 63	581,789	0	581,789	47.0
OUTPT ALCOHOL	A&D 64	741,965	12,018	753,983	646.0
OUTPT DRUG-FREE	A&D 65	632,215	-12,018	620,197	333.0
METHADONE MAINTENANC	A&D 69	509,343	0	509,343	275.0

OREGON STATE MENTAL HEALTH DIVISION
Amendment To Agreement for Community Mental Health Services
PART I-A

Page: 2
As Of: 05/18/88

1988-89

CONTRACTOR: MULTNOMAH COUNTY

AGREEMENT NO: 26-001

AMD #: 13

Mental Health Division Service Elements	SE Number	Agreement Amount	Change	Revised Amount	Revised Units
PREVENTION & E.I.	A&D 70	108,616	0	108,616	0.0
CIRT	A&D 71	225,887	0	225,887	14.0
NON-HOSP DRUG DETOX	A&D 73	20,440	0	20,440	2.0
Subtotal:	A&D	3,678,217	0	3,678,217	
<hr/>					
AGREEMENT TOTAL		\$20,276,741	109,781	\$20,386,522	

OREGON STATE MENTAL HEALTH DIVISION
Amendment To Agreement for Community Mental Health Services
PART I-A SUMMARY

Page: 1

As Of: 05/18/88

1987-88, 1988-89

CONTRACTOR: MULTNOMAH COUNTY

AGREEMENT NO: 26-001

AMD #: 13

Mental Health Division Service Elements	Service Element #	1987-88 Agreement Total	1988-89 Agreement Total	Biennium Total
LOCAL ADMINISTRATION	LA 01	610,397	662,009	1,272,406
Subtotal: LA		610,397	662,009	1,272,406
CTS - CHILDREN	MED 22	356,633	383,824	740,457
COMM SUPPORT SERVICES	MED 23	3,897,890	4,091,240	7,989,130
COMM HOSPITAL SERVICES	MED 24	417,753	419,590	837,343
NON-HOSPITAL CRISIS SERVICES	MED 25	1,132,416	1,155,064	2,287,480
CTS - ADULT	MED 27	21,814	22,250	44,064
RCF	MED 28	800,565	816,576	1,617,141
PRECOMMITMENT	MED 29	488,981	498,761	987,742
PSRB	MED 30	113,129	114,973	228,102
SEMI-INDEPENDENT LIVING	MED 33	176,544	255,822	432,366
CPS PROJECT	MED 37	109,770	612,222	721,992
SUPPORTED EMPLOYMENT SERVICE	MED 38	8,332	74,438	82,770
CSS-HOMELESS	MED 39	79,839	239,517	319,356
Subtotal: MED		7,603,666	8,684,277	16,287,943
ACTIVITY CENTER	DD 40	1,530,227	1,547,589	3,077,816
SHELTERED SERVICES PROGRAM	DD 42	533,655	544,328	1,077,983
SUPPORTED WORK	DD 43	214,366	372,005	586,371
DD DIVERSION SERVICE	DD 44	55,315	55,514	110,829
SEMI-INDEPENDENT LIVING	DD 47	180,493	184,103	364,596
CASE MANAGEMENT	DD 48	375,138	378,448	753,586
RES FACILITIES	DD 50	2,850,668	3,020,684	5,871,352
EMPLOYMENT TRANSPORTATION	DD 53	401,443	420,773	822,216
EARLY INTERVENTION	DD 55	822,132	838,575	1,660,707
Subtotal: DD		6,963,437	7,362,019	14,325,456
ALCOHOL RESIDENTIAL CARE	A&D 61	512,269	522,514	1,034,783
DRUG RESIDENTIAL CARE	A&D 62	328,871	335,448	664,319
NON-HOSP ALC. DETOX	A&D 63	570,381	581,789	1,152,170
OUTPT ALCOHOL	A&D 64	745,648	753,983	1,499,631
OUTPT DRUG-FREE	A&D 65	576,872	620,197	1,197,069
METHADONE MAINTENANCE	A&D 69	499,356	509,343	1,008,699
PREVENTION & E.I.	A&D 70	89,511	108,616	198,127
CIRT	A&D 71	221,458	225,887	447,345

OREGON STATE MENTAL HEALTH DIVISION
Amendment To Agreement for Community Mental Health Services
PART I-A SUMMARY

Page: 2
As Of: 05/18/88

1987-88, 1988-89

CONTRACTOR: MULTNOMAH COUNTY AGREEMENT NO: 26-001 AMD #: 13

Mental Health Division Service Elements	Service Element #	1987-88 Agreement Total	1988-89 Agreement Total	Biennium Total
<hr/>				
NON-HOSP DRUG DETOX	A&D 73	20,440	20,440	40,880
Subtotal: A&D		3,564,806	3,678,217	7,243,023
<hr/>				
AGREEMENT TOTAL		\$18,742,306	20,386,522	\$39,128,828
<hr/>				

OREGON STATE MENTAL HEALTH DIVISION
Amendment To Agreement for Community Mental Health Services
PART I-B

Page: 1
As Of: 05/18/88

CONTRACTOR: MULTNOMAH COUNTY

AGREEMENT NO: 26-001

AMD #: 13

1987-88

Reimburse Source	MHD Service Element	Service Element #	Agreement Amount	Change	Revised Amount	Revised Units
MEDICAID	OUTPT ALCOHO	A&D 64	91,160	0	91,160	121.0
MEDICAID	OUTPT DRUG-F	A&D 65	78,151	0	78,151	103.0
MEDICAID	METHADONE MA	A&D 69	72,290	0	72,290	32.0
MEDICAID	CTS - CHILDR	MED 22	546,169	0	546,169	191.0
MEDICAID	COMM SUPPORT	MED 23	2,066,314	0	2,066,314	629.0
MEDICAID	NON-HOSPITAL	MED 25	87,680	0	87,680	228.0
MEDICAID	CTS - ADULT	MED 27	52,243	0	52,243	35.0
MEDICAID	SEMI-INDEPEN	MED 33	32,629	0	32,629	25.0
MEDICAID	CPS PROJECT	MED 37	127,380	-37,526	89,854	45.0
	Subtotal:		3,154,016	-37,526	3,116,490	
IDF	DUII DIV I	A&D 67	7,280	-2,000	5,280	0.0
IDF	DUII DIV II	A&D 68	142,480	-3,000	139,480	0.0
IDF	CONVICTED I	A&D 77	2,808	-2,008	800	0.0
IDF	CONVICTED II	A&D 78	189,455	-99,455	90,000	0.0
	Subtotal:		342,023	-106,463	235,560	
AFC	DD NON-REL.	DD 58	218,710	0	218,710	106.0
AFC	DD RELATIVE	DD 59	76,490	0	76,490	37.0
AFC	AFC MED	MED 34	152,172	0	152,172	80.0
	Subtotal:		447,372	0	447,372	
START UP	ACTIVITY CEN	DD 40	21,000	0	21,000	0.0
START-UP	SUPPORTED WO	DD 43	22,000	0	22,000	0.0
START-UP	RES. FACILIT	DD 50	124,411	0	124,411	0.0
START-UP	RCF	MED 28	2,399	0	2,399	0.0
START-UP	CPS PROJECT	MED 37	97,670	2,879	100,549	0.0
	Subtotal:		267,480	2,879	270,359	
AGREEMENT TOTAL			\$ 4,210,891	-141,110	\$ 4,069,781	

OREGON STATE MENTAL HEALTH DIVISION
Amendment To Agreement for Community Mental Health Services
PART I-B

Page: 1
As Of: 05/18/88

CONTRACTOR: MULTNOMAH COUNTY

AGREEMENT NO: 26-001

AMD #: 13

1988-89

Reimburse Source	MHD Service Element	Service Element #	Agreement Amount	Change	Revised Amount	Revised Units
MEDICAID	OUTPT ALCOHO	A&D 64	92,983	0	92,983	121.0
MEDICAID	OUTPT DRUG-F	A&D 65	79,714	0	79,714	103.0
MEDICAID	METHADONE MA	A&D 69	73,736	0	73,736	32.0
MEDICAID	CTS - CHILDR	MED 22	557,092	0	557,092	191.0
MEDICAID	COMM SUPPORT	MED 23	2,165,623	0	2,165,623	629.0
MEDICAID	NON-HOSPITAL	MED 25	89,434	0	89,434	228.0
MEDICAID	CTS - ADULT	MED 27	53,288	0	53,288	35.0
MEDICAID	SEMI-INDEPEN	MED 33	95,258	0	95,258	45.0
MEDICAID	CPS PROJECT	MED 37	265,057	0	265,057	45.0
	Subtotal:		3,472,185	0	3,472,185	
IDF	DUII DIV I	A&D 67	7,426	-2,001	5,425	0.0
IDF	DUII DIV II	A&D 68	145,330	-3,000	142,330	0.0
IDF	CONVICTED I	A&D 77	2,864	-2,009	855	0.0
IDF	CONVICTED II	A&D 78	193,244	-99,454	93,790	0.0
	Subtotal:		348,864	-106,464	242,400	
AFC	DD NON-REL.	DD 58	223,873	0	223,873	106.0
AFC	DD RELATIVE	DD 59	78,020	0	78,020	37.0
AFC	AFC MED	MED 34	155,215	0	155,215	80.0
	Subtotal:		457,108	0	457,108	
START UP	ACTIVITY CEN	DD 40	0	0	0	0.0
START-UP	SUPPORTED WO	DD 43	0	0	0	0.0
START-UP	RES. FACILIT	DD 50	0	0	0	0.0
START-UP	RCF	MED 28	0	0	0	0.0
START-UP	CPS PROJECT	MED 37	0	0	0	0.0
	Subtotal:		0	0	0	
AGREEMENT TOTAL			\$ 4,278,157	-106,464	\$ 4,171,693	

OREGON STATE MENTAL HEALTH DIVISION
Agreement for Community Mental Health Services
PART I-B SUMMARY

Page: 1
As Of: 05/18/88

CONTRACTOR: MULTNOMAH COUNTY

AGREEMENT NO: 26-001

AMD #: 13

1987-88, 1988-89

Reimburs. Source	MHD Service Element	Service Element #	1987-88 Agreement Total	1988-89 Agreement Total	Biennium Total
MEDICAID	OUTPT ALCOHO	A&D 64	91,160	92,983	184,143
MEDICAID	OUTPT DRUG-F	A&D 65	78,151	79,714	157,865
MEDICAID	METHADONE MA	A&D 69	72,290	73,736	146,026
MEDICAID	CTS - CHILDR	MED 22	546,169	557,092	1,103,261
MEDICAID	COMM SUPPORT	MED 23	2,066,314	2,165,623	4,231,937
MEDICAID	NON-HOSPITAL	MED 25	87,680	89,434	177,114
MEDICAID	CTS - ADULT	MED 27	52,243	53,288	105,531
MEDICAID	SEMI-INDEPEN	MED 33	32,629	95,258	127,887
MEDICAID	CPS PROJECT	MED 37	89,854	265,057	354,911
	Subtotal:		3,116,490	3,472,185	6,588,675
IDF	DUII DIV I	A&D 67	5,280	5,425	10,705
IDF	DUII DIV II	A&D 68	139,480	142,330	281,810
IDF	CONVICTED I	A&D 77	800	855	1,655
IDF	CONVICTED II	A&D 78	90,000	93,790	183,790
	Subtotal:		235,560	242,400	477,960
AFC	DD NON-REL.	DD 58	218,710	223,873	442,583
AFC	DD RELATIVE	DD 59	76,490	78,020	154,510
AFC	AFC MED	MED 34	152,172	155,215	307,387
	Subtotal:		447,372	457,108	904,480
START UP	ACTIVITY CEN	DD 40	21,000	0	21,000
START-UP	SUPPORTED WO	DD 43	22,000	0	22,000
START-UP	RES. FACILIT	DD 50	124,411	0	124,411
START-UP	RCF	MED 28	2,399	0	2,399
START-UP	CPS PROJECT	MED 37	100,549	0	100,549
	Subtotal:		270,359	0	270,359
AGREEMENT TOTAL			\$ 4,069,781	4,171,693	\$ 8,241,474



MULTNOMAH COUNTY OREGON

BOARD OF COUNTY COMMISSIONERS
ROOM 605, COUNTY COURTHOUSE
1021 S.W. FOURTH AVENUE
PORTLAND, OREGON 97204

GLADYS McCOY • Chair • 248-3308
PAULINE ANDERSON • District 1 • 248-5220
GRETCHEN KAFOURY • District 2 • 248-5219
CAROLINE MILLER • District 3 • 248-5217
POLLY CASTERLINE • District 4 • 248-5213
JANE MCGARVIN • Clerk • 248-3277

June 23, 1988

Mr. Duane Zussy, Director
Department of Human Services
426 SW Stark
Portland, OR

Dear Mr. Zussy:

Be it remembered, that at a meeting of the Board of County Commissioners held June 23, 1988, the following action was taken:

Request of the Director of Human Services for)
approval of Budget Modification DHS #52 making)
various adjustments to the Social Service Divi-)
sion budgets for a net reduction of \$23,866 to)
reflect Amendment #13 to the State Mental Health)
Intergovernmental revenue agreement R-12)

Upon motion of Commissioner Anderson, duly seconded by Commissioner Kafoury, it is unanimously

ORDERED that said request be approved, and budget modification be implemented.

Very truly yours,

BOARD OF COUNTY COMMISSIONERS

By

Jane McGarvin
Jane McGarvin
Clerk of the Board

jm

cc: Budget
Finance
Social Services

BUDGET MODIFICATION NO. DHS #52

(For Clerk's Use) Meeting Date

Agenda No.

JUN 10 1988

6/23/88
R-12

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR

June 23, 1988

(Date)

DEPARTMENT Human Services

DIVISION Social Services

CONTACT Susan Clark

TELEPHONE 248-3691

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD

SUGGESTED

AGENDA TITLE (to assist in preparing a description for the printed agenda)

Budget Modification DHS #52 adjusts various Social Services Division budgets for a net reduction of (\$23,866) to reflect Amendment #13 to the State Mental Health Grant.

(Estimated Time Needed on the Agenda)

2. DESCRIPTION OF MODIFICATION (Explain the changes this Bud Mod makes. What budget does it increase? What do the changes accomplish? Where does the money come from? What budget is reduced? Attach additional information if you need more space.)

[] PERSONNEL CHANGES ARE SHOWN IN DETAIL ON THE ATTACHED SHEET

Budget modification DHS #52 requests Board approval to adjust five Social Services Division budgets appropriating revenue received in Amendment #13 to the State Mental Health Grant. These adjustments include:

DD Contracts increased by \$20,904 for additional vocational, residential and transportation services to be subcontracted.

DD Case Management increased by \$1,629 in Professional Services to cover temporary staff costs associated with increased caseloads.

MED Operations increased by \$1,679 from start-up funds specifically designated for the purchase of a printer and controller.

MED Contracts decreased by (\$50,170) to reflect projected actual expenditures in the Capitation Project through June 30th.

SSD Administration increased by \$2,101 for training reimbursement and related expenses in the administration of the above service increases.

This Bud mod to be processed simultaneously with DHS Contract #113-13

3. REVENUE IMPACT (Explain revenues being changed and the reason for the change)

State Mental Health Grant decreased by (\$23,866). Contract DHS #113-13.

4. CONTINGENCY STATUS (to be completed by Finance/Budget)

Contingency before this modification (as of _____)

(Specify Fund)

(Date)

After this modification

Originated By

Date

Department Director

Date

Susan Clark

6/1/88

Deane Zussy (DC)

6/3/88

Finance/Budget

Date

Employee Relations

Date

Tom Honk

6/6/88

Board Approval

Date

Barbara E. Jones

6/23/88

EXPENDITURE

TRANSACTION EB []

GM []

TRANSACTION DATE _____

ACCOUNTING PERIOD _____

BUDGET FY _____

Document Number	Action	Fund	Agency	Organi- zation	Reporting Activity	Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Sub- Total	Description
		156	010	1100			6120			1,200		Increase Printing
		156	010	1100			6230			901		Increase Supplies
											2,101	Total Org. 1100
		156	010	1215			6060			20,904	20,904	Increase Pass Through
		156	010	1270			6110			1,629	1,629	Increase Professional Svcs.
		156	010	1302			8400			1,679	1,679	Increase Equipment
		156	010	1305			6060			(50,179)	(50,179)	Decrease Pass Through

////////////////////////////////////

TOTAL EXPENDITURE CHANGE

(23,866)

TOTAL EXPENDITURE CHANGE

REVENUE

TRANSACTION RB []

GM []

TRANSACTION DATE _____

ACCOUNTING PERIOD _____

BUDGET FY _____

Document Number	Action	Fund	Agency	Organi- zation	Reporting Activity	Revenue Source	Current Amount	Revised Amount	Change Increase (Decrease)	Sub- Total	Description
		156	010	1100		2605			2,101		State Mental Health Grant
		156	010	1215		2605			20,904		State Mental Health Grant
		156	010	1270		2605			1,629		State Mental Health Grant
		156	010	1302		2605			1,679		State Mental Health Grant
		156	010	1305		2605			(50,179)		State Mental Health Grant

////////////////////////////////////

TOTAL REVENUE CHANGE

(23,866)

TOTAL REVENUE CHANGE



MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES
SOCIAL SERVICES DIVISION
ADMINISTRATIVE OFFICES
426 S.W. STARK, 6TH FLOOR
PORTLAND, OREGON 97204
(503) 248-3691

BOARD OF COUNTY COMMISSIONERS
GLADYS McCOY • CHAIR OF THE BOARD
PAULINE ANDERSON • DISTRICT 1 COMMISSIONER
GRETCHEN KAFOURY • DISTRICT 2 COMMISSIONER
CAROLINE MILLER • DISTRICT 3 COMMISSIONER
POLLY CASTERLINE • DISTRICT 4 COMMISSIONER

MEMORANDUM

TO: Gladys McCoy
Multnomah County Chair

VIA: Duane Zussy *Duane Zussy (DC)*
Director, Department of Human Services

FROM: Gary Smith *GS*
Director, Social Services Division

DATE: June 2, 1988

SUBJECT: Recommendation to Ratify Amendment #13 to the State Mental Health
Grant and Approval Granted on Accompanying Budget Modification DHS #52

RECOMMENDATION: Social Services Division recommends Board ratification of Amendment #13 to the State Mental Health Grant for the FY 87/89 biennium and approval of the accompanying budget modification DHS #52 appropriating the revenue.

ANALYSIS: This amendment impacts six separate programs as follows:

DD Contracts increased by \$20,904 for additional vocational, residential and transportation services to be subcontracted.

DD Case Management increased by \$1,629 to cover temporary staff costs associated with increased client case loads.

MED Operations increased by \$1,679 from start-up funds awarded specifically designated for the purchase of a printer and controller.

MED Contracts decreased by (\$50,279) to reflect anticipated expenditures in the Capitation Project through June 30. \$20,000 is carried over for FY 88/89.

A&D Contracts transfers \$972 in Student Retention revenue from drug free to alcohol free outpatient services.

As a result of the above adjustments, State Local Administration funding is increased by \$901 and will be appropriated in the SSD Administration budget to cover over expenditures in supplies. An additional \$1,200 from MED Start-up revenue is being reimbursed to Administration for covering training costs incurred by MED staff associated with the Capitation Project.

State Amendment #13 Recommendation
June 2, 1988
Page Two

Amendment #13 decreases Multnomah County's grant by a net total of (\$23,866) and results in an overall appropriation for FY 87/88 of \$19,283,024. Funds are appropriated in the accompanying budget modification DHS #52

BACKGROUND: The 87/89 biennial agreement is routinely amended throughout the term to reflect adjustments in services and funding as needed, generally at the request of the County, our providers or the State. This will be the last State amendment to be processed for the 87/88 fiscal year. As a result of this action, a number of subcontract agency agreements must be amended. To assure all subcontract agreements are amended to reflect current State funding and service levels and fully executed prior to the end of this fiscal year, we request the amendments be processed through the County system as expeditiously as possible.

Attachments

6/23/88

RECEIVED FROM JANE MCGARVIN

CLERK, BOARD OF COUNTY COMMISSIONERS . MULTNOMAH COUNTY, OREGON

BUDGET

BUDGET MODIFICATION #DHS #52 APPROVED

R-12

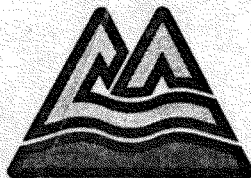
MULTNOMAH COUNTY
OREGON

1988 JUL -5 PM 12:54

BOARD OF
COUNTY COMMISSIONERS



PLEASE SIGN & RETURN THIS RECEIPT TO COMMISSIONERS OFFICE



MULTNOMAH COUNTY OREGON

51
5160

BOARD OF COUNTY COMMISSIONERS
ROOM 605, COUNTY COURTHOUSE
1021 S.W. FOURTH AVENUE
PORTLAND, OREGON 97204

GLADYS McCOY • Chair • 248-3308
PAULINE ANDERSON • District 1 • 248-5220
GRETCHEN KAFOURY • District 2 • 248-5219
CAROLINE MILLER • District 3 • 248-5217
POLLY CASTERLINE • District 4 • 248-5213
JANE McGARVIN • Clerk • 248-3277

June 23, 1988

Mr. Duane Zussy, Director
Department of Human Services
426 SW Stark
Portland, OR

Dear Mr. Zussy:

Be it remembered, that at a meeting of the Board of County Commissioners held June 23, 1988, the following action was taken:

In the matter of the ratification of an inter-)
governmental agreement with State Health Division)
whereby the State will continue to provide hepa-)
titis testing for Multnomah County clients from)
July 1, 1988 through June 30, 1989 R-13)

Upon motion of Commissioner Anderson, duly seconded by Commissioner Kafoury, it is unanimously

ORDERED that said Intergovernmental Agreement be ratified.

Very truly yours,

BOARD OF COUNTY COMMISSIONERS

By Jane McGarvin
Jane McGarvin
Clerk of the Board

jm
cc: Budget
Finance
Purchasing
Harriet Weber
Health Services

DATE SUBMITTED _____

(For Clerk's Use)

Meeting Date

Agenda No.

6/23/88
R-13

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: Ratification of Intergovernmental Agreement

Informal Only* _____
(Date)

Formal Only _____
(Date)

DEPARTMENT Department of Human Services
Office of County Chair

DIVISION Health

CONTACT Gary Sawyer

TELEPHONE x3674

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Duane Zussy/Scott Clement

BRIEF SUMMARY Should include other alternatives explored, if applicable, and clear statement of rationale for the action requested.

Ratification of an agreement with Oregon State Health Division whereby the State will continue to provide hepatitis testing for Multnomah County clients from July 1, 1988 through June 30, 1989.

COPY OF THE CONTRACT IS AVAILABLE AT THE CLERK OF THE BOARD

(IF ADDITIONAL SPACE IS NEEDED, PLEASE USE REVERSE SIDE)

ACTION REQUESTED:

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☐ POLICY DIRECTION ☒ RATIFICATION

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA _____

IMPACT:

PERSONNEL

☐ FISCAL/BUDGETARY

☐ General Fund

Other _____

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: Gladys McCoy
Duane Zussy (PC)

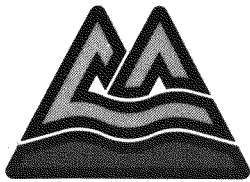
BUDGET / PERSONNEL _____

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) [Signature]

OTHER _____
(Purchasing, Facilities Management, etc.)

NOTE: If requesting unanimous consent, state situation requiring emergency action on back.

BOARD OF
COUNTY COMMISSIONERS
1988 JUN 16 AM 8:17
MULTNOMAH COUNTY
OREGON



MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES
HEALTH SERVICES DIVISION
426 S.W. STARK STREET, 7TH FLOOR
PORTLAND, OREGON 97204
(503) 248-3674

BOARD OF COUNTY COMMISSIONERS
GLADYS McCOY • CHAIR OF THE BOARD
PAULINE ANDERSON • DISTRICT 1 COMMISSIONER
GRETCHEN KAFOURY • DISTRICT 2 COMMISSIONER
CAROLINE MILLER • DISTRICT 3 COMMISSIONER
POLLY CASTERLINE • DISTRICT 4 COMMISSIONER

MEMORANDUM

TO: Gladys McCoy, County Chair

VIA: Duane Zussy, Director *Duane Zussy (DC)*
Department of Human Services

FROM: Billi Odegaard, Director *Bill Kennedy for*
Health Division

DATE: June 9, 1988

SUBJECT: Intergovernmental Agreement Amendment With State Health Division

Recommendation: The Health Division and the Department of Human Services recommend County Chair approval and Board ratification of this Intergovernmental Agreement with State Health Division for the period July 1, 1988 to June 30, 1989.

Analysis: Through this Intergovernmental Agreement the State Public Health Laboratory agrees to continue to test County clients' blood for Hepatitis A and Hepatitis B. The State only charges County for reagent costs and not manpower. The State charges this fee only for general population tests, e.g. drug abusers, and not tests required during Hepatitis outbreaks. \$6,500 have been budgeted for this cost. These are County general funds.

Background: This Contract has been renewed annually since October 1984.



CONTRACT APPROVAL FORM

(See instructions on reverse side)

FY 88-89 DHS #100

TYPE I

- ☒ Professional Services under \$10,000
☐ Revenue
☐ Grant Funding
☒ Intergovernmental Agreement

Amendment to above, Number 100048
(Original Contract Amount _____)

TYPE II

- ☐ Professional Services over \$10,000 (RFP, Exemption) **CLK**
☐ PCRB Contract
☐ Maintenance Agreement
☐ Licensing Agreement **BD**

Amendment to above, Number _____
(Original Contract Amount _____)

Contact Person Kennedy Phone 3674 Date 6-1-88

Department Human Services Division Health Services Bldg/Room 160/7

Description of Contract State will continue to provide Hepatitis testing for County clients.

RFP/BID # _____ Date of RFP/BID _____ Date of Exemption _____

Reviewed For ☐ MBE ☐ FBE Participation Contractor is ☐ MBE ☐ FBE

Contractor Name State Health Division

Mailing Address 1400 SW Fifth Avenue

Portland, OR 97201

Phone 229-5754

Employer ID# or SS# n/a

Effective Date July 1, 1988

Termination Date June 30, 1989

Total Amount of Agreement \$ requirements

Payment Terms

- ☐ Lump Sum \$ _____
☒ Monthly \$ invoice
☐ Other \$ _____

☐ Requirements contract-requisition required
Purchase Order No. _____

Required Signatures:

Department Head Diane Wussy (DC) Date 6/3/88

Purchasing Director _____ Date _____
(Type II Contracts Only)

County Counsel _____ Date _____

Budget Office _____ Date _____

County Executive/Sheriff _____ Date _____

TRANSACTION CODE	P.O.	AGENCY	PO DATE	m m d d y y	ACCOUNTING PERIOD	m m y y	BUDGET FY	y y	ACTION		
VENDOR CODE		VENDOR NAME				TOTAL AMOUNT		\$	<input type="checkbox"/> Original Entry (E) <input type="checkbox"/> Adjustment (M)		
LINE NO.	CONTRACT NUMBER	FUND	AGENCY	ORGANIZATION	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	DESCRIPTION	AMOUNT	INC/DEC IND
		156	010	0852		6110		0399		\$ requirements	
										\$	
										\$	
										\$	



MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES
HEALTH SERVICES DIVISION
426 S.W. STARK STREET, 7TH FLOOR
PORTLAND, OREGON 97204
(503) 248-3674

BOARD OF COUNTY COMMISSIONERS
GLADYS MCCOY • CHAIR OF THE BOARD
PAULINE ANDERSON • DISTRICT 1 COMMISSIONER
GRETCHEN KAFOURY • DISTRICT 2 COMMISSIONER
CAROLINE MILLER • DISTRICT 3 COMMISSIONER
POLLY CASTERLINE • DISTRICT 4 COMMISSIONER

MEMORANDUM

TO: Gladys McCoy, County Chair

VIA: Duane Zussy, Director
Department of Human Services

FROM: Billi Odegaard, *Jim Kennedy*
Health Division *for*

DATE: June 9, 1988

SUBJECT: Intergovernmental Agreement Amendment With State Health Division

Recommendation: The Health Division and the Department of Human Services recommend County Chair approval and Board ratification of this Intergovernmental Agreement with State Health Division for the period July 1, 1988 to June 30, 1989.

Analysis: Through this Intergovernmental Agreement the State Public Health Laboratory agrees to continue to test County clients' blood for Hepatitis A and Hepatitis B. The State only charges County for reagent costs and not manpower. The State charges this fee only for general population tests, e.g. drug abusers, and not tests required during Hepatitis outbreaks. \$6,500 have been budgeted for this cost. These are County general funds.

Background: This Contract has been renewed annually since October 1984.

DATE SUBMITTED _____

(For Clerk's Use)

Meeting Date _____

Agenda No. _____

CLERK
OF
BD

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: Ratification of Intergovernmental Agreement

Informal Only* _____
(Date)

Formal Only _____
(Date)

DEPARTMENT Department of Human Services
Office of County Chair

DIVISION Health

CONTACT Gary Sawyer

TELEPHONE x3674

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Duane Zussy/Scott Clement

BRIEF SUMMARY Should include other alternatives explored, if applicable, and clear statement of rationale for the action requested.

Ratification of an agreement with Oregon State Health Division whereby the State will continue to provide hepatitis testing for Multnomah County clients from July 1, 1988 through June 30, 1989.

COPY OF THE CONTRACT IS AVAILABLE AT THE CLERK OF THE BOARD

(IF ADDITIONAL SPACE IS NEEDED, PLEASE USE REVERSE SIDE)

ACTION REQUESTED:

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☐ POLICY DIRECTION ☒ RATIFICATION

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA _____

IMPACT:

PERSONNEL

☐ FISCAL/BUDGETARY

☐ General Fund

Other _____

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: _____

BUDGET / PERSONNEL _____ / _____

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) _____

OTHER _____
(Purchasing, Facilities Management, etc.)

NOTE: If requesting unanimous consent, state situation requiring emergency action on back.

LABORATORY SERVICES AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT, made and entered into as of the _____ day of _____, 1988, by and between MULTNOMAH COUNTY, a home rule political subdivision of the State of Oregon (hereinafter referred to as "COUNTY"), and the State of Oregon acting by and through Oregon State Public Health Laboratory (hereinafter referred to as "STATE").

W I T N E S S E T H:

WHEREAS, COUNTY's Health Division requires Hepatitis Laboratory testing services which STATE is capable of providing, under terms and conditions hereinafter described; and

WHEREAS, STATE is able and prepared to provide such services as COUNTY does require, under the terms and conditions set forth; now, therefore,

IN CONSIDERATION of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. Term.

The term of this Agreement shall be from July 1, 1988, to and including June 30, 1989 unless sooner amended or terminated under the provisions in paragraphs 5.

2. Services.

A. STATE's services under this Agreement shall consist of the following:

- 1) Test sera from COUNTY's clients for: Hepatitis B surface Antigen (HB_sAg); Hepatitis B core Antibody (HB_cAb); Hepatitis B surface Antibody (HB_sAb); Hepatitis A Virus Antibody - IgM Specific (HAVAB-IgM).
- 2) Call laboratory results at 248-3429 and send laboratory reports of results to Multnomah County Laboratory, 426 SW Stark, 9th Floor, Portland, Oregon 97204.

B. COUNTY's Services under this Agreement shall consist of the following:

COUNTY will normally deliver sera to STATE on Friday of each week.

3. Compensation.

A. COUNTY agrees to pay STATE for the performance of those services provided hereunder, which payment shall be based upon the following applicable terms:

- 1) HB_sAg tests at \$2.40 per test.
- 2) HB_cAb tests at \$3.20 per test.
- 3) HB_sAb tests at \$2.40 per test.
- 4) HAVAB-IgM tests at \$6.00 per test.

6. Compliance to Law.

A. In connection with its activities under this Agreement, STATE agrees to comply with all applicable federal, state, and local laws including but not limited to laws, rules, and regulations concerning equal employment opportunity, nondiscrimination in service delivery, and affirmative action.

7. Workers' Compensation Insurance

STATE shall obtain Workers' Compensation coverage for all its workers and employees, either as a carrier insured employer or a self-insured employer as provided by ORS Chapter 656, prior to the execution of this Agreement. STATE further agrees to maintain such coverage for the duration of this Agreement.

8. Oregon Law and Forum.

This Agreement shall be construed according to the law of the state of Oregon.

9. Waiver of Default.

Waiver of a default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the provisions of this Agreement.

10. Audit of Payments.

COUNTY either directly or through a designated representative may audit the records of STATE at any time during the three year period from the date of completion or termination of this Agreement. This audit shall only be directed to services provided by STATE and payments provided by COUNTY under terms of this Agreement. If an audit discloses that payments to STATE were in excess of the amount to which STATE was entitled, STATE shall repay the amount of excess to COUNTY. Repayment shall be made in a manner specified by COUNTY.

11. Record Confidentiality.

STATE agrees to keep all COUNTY client records confidential in accordance with the applicable provisions of state law.

12. Assignment.

This Agreement may not be assigned by STATE without prior written consent of COUNTY.

13. Modification.

Any modification of the provisions of this Agreement shall be reduced to writing and signed by the parties.

B. COUNTY certifies that sufficient funds are available and authorized to finance the costs of this Agreement.

C. COUNTY makes no guarantee as to the quantity of referrals that will be made from this Agreement.

D. Based upon a monthly invoice from STATE, COUNTY will send monthly payments to: Manager, Fiscal Services Section, Oregon State Health Division, P.O. Box 231, Portland, Oregon 97207.

4. Contractor Is Independent Contractor.

A. STATE is an independent contractor and is solely responsible for the provision of services as provided under this Agreement. STATE, its agents, and employees shall not be considered employees or agents of COUNTY for any purpose.

B. STATE shall hold and save harmless COUNTY, its officers, agents, and employees from damages arising out of the tortious acts of STATE, or its officers, agents, and employees acting within the scope of their employment and duties in performance of this Agreement subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and the Oregon Constitution, Article XI, Section 7. COUNTY shall hold and save harmless STATE, its officers, agents, and employees from damages arising out of the tortious acts of COUNTY, or its officers, agents, and employees acting within the scope of their employment and duties in performance of this Agreement subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and any applicable provisions of the Oregon Constitution.

5. Early Termination.

A. This Agreement may be terminated prior to the expiration of the agreed-upon term:

1. Immediately upon mutual written consent of the parties or at such a time as the parties provide; or

2. By either party upon 30 days' written notice to the other, delivered by certified mail or in person.

B. Payment to STATE will include all referrals through the day of termination and shall be in full satisfaction of all claims by STATE against COUNTY under this Agreement.

C. Termination under any provision of this paragraph shall not affect any right, obligation or liability of STATE or COUNTY which accrued prior to such termination.

D. Any notice provided for in this Agreement shall be served upon COUNTY by delivery to Director, Health Division, 426 SW Stark, 8th Floor, Portland, Oregon 97204 and upon State by delivery to Manager, Fiscal Services Section, Oregon State Health Division, P.O. Box 231, Portland, Oregon 97202, and a duplicate copy sent to Director, Oregon State Public Health Laboratory at P.O. Box 275, Portland, Oregon 97207.

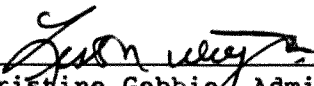
14. Integration.

This Agreement contains the entire Agreement between the parties and supersedes all prior written or oral discussions or Agreements.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly appointed officers the date first written above.


OREGON STATE HEALTH DIVISION

MULTNOMAH COUNTY, OREGON

By 
Kristine Gebbie, Administrator
Date 25 April 88

By _____
Gladys McCoy, Multnomah County Chair
Date _____

STATE PUBLIC HEALTH LABORATORY

By 
Michael Skeels, Director
Date 4/20/88

 Business Manager
 Fiscal Officer

APPROVED TO AS FORM:
LAURENCE KRESSEL
County Counsel for Multnomah County, Oregon

By _____
Deputy County Counsel

Date _____



MULTNOMAH COUNTY OREGON

51
5160

BOARD OF COUNTY COMMISSIONERS
ROOM 605, COUNTY COURTHOUSE
1021 S.W. FOURTH AVENUE
PORTLAND, OREGON 97204

GLADYS McCOY • Chair • 248-3308
PAULINE ANDERSON • District 1 • 248-5220
GRETCHEN KAFOURY • District 2 • 248-5219
CAROLINE MILLER • District 3 • 248-5217
POLLY CASTERLINE • District 4 • 248-5213
JANE McGARVIN • Clerk • 248-3277

June 23, 1988

Mr. Duane Zussy, Director
Department of Human Services
426 SW Stark
Portland, OR

Dear Mr. Zussy:

Be it remembered, that at a meeting of the Board of County Commissioners held June 23, 1988, the following action was taken:

In the matter of the ratification of an inter-
governmental revenue agreement with State De-
partment of Education whereby the State will
provide \$58,195 for intensive in-home develop-
mental screening and follow-up to 35 new born
babies born to drug abusing mothers for period
July 1, 1988 to June 30, 1989 R-14)

Upon motion of Commissioner Anderson, duly seconded by Commissioner Miller, it is unanimously

ORDERED that said Intergovernmental Agreement be ratified.

Very truly yours,

BOARD OF COUNTY COMMISSIONERS

By Jane McGarvin
Jane McGarvin
Clerk of the Board

jm
cc: Budget
Finance
Purchasing
Harriet Weber
Health Services

DATE SUBMITTED _____

(For Clerk's Use)
Meeting Date 6/23/88
Agenda No. R-14

REQUEST FOR PLACEMENT ON THE AGENDA
Ratification of an
Subject: Intergovernmental Agreement

Informal Only* _____
(Date)

Formal Only _____
(Date)

DEPARTMENT Human Services
Office of County Chair DIVISION Health

CONTACT Jan Wallinder TELEPHONE 3674

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Duane Zussy/Scott Clement

BRIEF SUMMARY Should include other alternatives explored, if applicable, and clear statement of rationale for the action requested.

Request ratification of a \$58,195 intergovernmental revenue agreement with the Oregon Department of Education. These funds will be used to provide intensive in-home developmental screening and follow-up to 35 new born babies born to drug abusing mothers for period July 1, 1988 to June 30, 1989.

COPY OF CONTRACT IS AVAILABLE AT THE CLERK OF THE BOARD

(IF ADDITIONAL SPACE IS NEEDED, PLEASE USE REVERSE SIDE)

ACTION REQUESTED:

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☐ POLICY DIRECTION ☒ RATIFICATION

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA _____

IMPACT:

PERSONNEL

☐ FISCAL/BUDGETARY

☐ GENERAL FUND

OTHER Federal/State Fund \$58,195

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: Gladys McCall
Duane Zussy

BUDGET / PERSONNEL: _____ / _____

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) Armando Br...

OTHER _____
(Purchasing, Facilities Management, etc.)

NOTE: If requesting unanimous consent, state situation requiring emergency action on back.

BOARD OF
COUNTY COMMISSIONERS
1988 JUN 16 AM 8:11
MULTNOMAH COUNTY
OREGON


CONTRACT APPROVAL FORM
 (See instructions on reverse side)

DHS #105

TYPE I

- ☐ Professional Services under \$10,000
☒ Revenue
☐ Grant Funding
☒ Intergovernmental Agreement

Amendment to above, Number _____
 (Original Contract Amount _____)

TYPE II

- ☐ Professional Services over \$10,000 (RFP, Exemption)
☐ PCRB Contract
☐ Maintenance Agreement
☐ Licensing Agreement

Amendment to above, Number _____
 (Original Contract Amount _____)

 CLK
 BCL

 Contact Person Jim Kennedy Phone 3674 Date 6/8/88

 Department Human Services Division Health Bldg/Room 160/5

 Description of Contract Funds to provide one year of intensive in home developmental screening and follow-up to 35 babies born to drug abusing mothers.

RFP/BID # _____ Date of RFP/BID _____ Date of Exemption _____

 Reviewed For ☐ MBE ☐ FBE Participation Contractor is ☐ MBE ☐ FBE

 Contractor Name Oregon Department of Education

 Mailing Address 700 Pringle Parkway S.E.
Salem OR 87310

 Phone 378-3569

Employer ID# or SS# _____

 Effective Date July 1, 1988

 Termination Date June 30, 1989

 Total Amount of Agreement \$ 58,195.

Payment Terms

- ☐ Lump Sum \$ _____
☐ Monthly \$ _____
☒ Other \$ 14,548.75 Quarterly

☐ Requirements contract-requisition required
 Purchase Order No. _____

Technical Amendment # _____

Required Signatures:

 Department Head Diane Tussy (w) Date 6/10/88

 Purchasing Director N/A Date _____
 (Type II Contracts Only)

County Counsel _____ Date _____

Budget Office _____ Date _____

County Executive/Sheriff _____ Date _____

TRANSACTION CODE	P O	AGENCY	PO DATE	m m d d y y	ACCOUNTING PERIOD	m m y y	BUDGET FY	y y	ACTION		
VENDOR CODE		VENDOR NAME			TOTAL AMOUNT		\$		<input type="checkbox"/> Original Entry (E) <input type="checkbox"/> Adjustment (M)		
LINE NO.	CONTRACT NUMBER	FUND	AGENCY	ORGANIZATION	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	DESCRIPTION	AMOUNT	INC/ DEC IND
		156	010	0750		6110			REV CODE 2086 #2086	\$ 58,195	
										\$	
										\$	
										\$	

WHITE - PURCHASING

CANARY - INITIATOR

PINK - CLERK OF THE BOARD

GREEN - FINANCE

GOLDENROD - BUDGET



MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES
HEALTH SERVICES DIVISION
426 S.W. STARK STREET, 7TH FLOOR
PORTLAND, OREGON 97204
(503) 248-3674

BOARD OF COUNTY COMMISSIONERS
GLADYS MCCOY • CHAIR OF THE BOARD
PAULINE ANDERSON • DISTRICT 1 COMMISSIONER
GRETCHEN KAFOURY • DISTRICT 2 COMMISSIONER
CAROLINE MILLER • DISTRICT 3 COMMISSIONER
POLLY CASTERLINE • DISTRICT 4 COMMISSIONER

MEMORANDUM

TO: Gladys McCoy
Multnomah County Chair

VIA: Duane Zussy, Director *Duane Zussy (cc)*
Department of Human Services

FROM: Bill Odegaard, Director *Bill*
Health Services Division

DATE: June 7, 1988

SUBJECT: Intergovernmental Agreement with Oregon Department of Education

Recommendation: The Health Division and the Department of Human Services recommend County Chair approval and County Board ratification of this \$58,195 intergovernmental revenue agreement with the Oregon Department of Education for the period July 1, 1988 to June 30, 1989.

Analysis: These funds will hire a full-time Community Health Nurse and a half-time Child Development Specialist to provide one year of intensive in-home development screening and follow-up to 35 newborn babies born to drug abusing mothers

Background: This is the first year of this contract

[KK-2771K-p]

DATE SUBMITTED _____

(For Clerk's Use)

Meeting Date _____

Agenda No. _____

REQUEST FOR PLACEMENT ON THE AGENDA
Ratification of an
Subject: Intergovernmental Agreement

Informal Only* _____
(Date)

Formal Only _____
(Date)

DEPARTMENT Human Services
Office of County Chair DIVISION Health

CONTACT Jan Wallinder TELEPHONE 3674

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Duane Zussy/Scott Clement

BRIEF SUMMARY Should include other alternatives explored, if applicable, and clear statement of rationale for the action requested.

Request ratification of a \$58,195 intergovernmental revenue agreement with the Oregon Department of Education. These funds will be used to provide intensive in-home developmental screening and follow-up to 35 new born babies born to drug abusing mothers for period July 1, 1988 to June 30, 1989.

COPY OF CONTRACT IS AVAILABLE AT THE CLERK OF THE BOARD

(IF ADDITIONAL SPACE IS NEEDED, PLEASE USE REVERSE SIDE)

ACTION REQUESTED:

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☐ POLICY DIRECTION ☒ RATIFICATION

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA _____

IMPACT:

PERSONNEL

☐ FISCAL/BUDGETARY

☐ GENERAL FUND

OTHER Federal/State Fund \$58,195

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: Duane Zussy (cc)

BUDGET / PERSONNEL: _____ / _____

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) _____

OTHER _____
(Purchasing, Facilities Management, etc.)

NOTE: If requesting unanimous consent, state situation requiring emergency action on back.



MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES
HEALTH SERVICES DIVISION
426 S.W. STARK STREET, 7TH FLOOR
PORTLAND, OREGON 97204
(503) 248-3674

BOARD OF COUNTY COMMISSIONERS
GLADYS McCOY • CHAIR OF THE BOARD
PAULINE ANDERSON • DISTRICT 1 COMMISSIONER
GRETCHEN KAFOURY • DISTRICT 2 COMMISSIONER
CAROLINE MILLER • DISTRICT 3 COMMISSIONER
POLLY CASTERLINE • DISTRICT 4 COMMISSIONER

Verne A. Duncan
State Superintendent of
Public Instruction
Oregon Department of Education
700 Pringle Parkway SE
Salem, OR 97310

Dear Mr. Duncan:

Multnomah County accepts the Department of Education Special Project Grant in the amount of \$58,195 for Early Intervention services to be provided in Multnomah County for the period July 1, 1988 through June 30, 1989. The services will be provided in accordance with the attached Multnomah County Health Division "Application for Early Intervention Programs Serving Children with Handicaps, Birth to Five Years".

County will request reimbursement for expenses on the Notification of Program Approval form using State Program Account number 568-S-24-99-00-00.

Please obtain the appropriate signature and return to us as soon as possible so that we may begin hiring staff.

In witness whereof, the parties hereto have caused this Agreement to be executed by their authorized officers.

OREGON STATE DEPARTMENT OF EDUCATION:

MULTNOMAH COUNTY, OREGON:

By _____
Name

By _____
Gladys McCoy
Multnomah County Chair

Title

Date

Date

APPROVED AS TO FORM:
Laurence Kressel
Multnomah County Counsel

By _____
Deputy County Counsel

Date

APPLICATION FOR EARLY INTERVENTION PROGRAMS SERVING
CHILDREN WITH HANDICAPS, BIRTH TO 5 YEARS

(Please do not alter, lengthen, or retype this application. Additional support material may be attached, but is not required, and should be limited to one page.)

Return To: Local Mental Health Program, Office for DD Services (original & 10 copies)

Applicant: MULTNOMAH COUNTY HEALTH DIVISION
Name

426 SW Stark, 7th floor, Portland, OR 97204
Address

Other Participating Agencies/Organizations: _____
(Attach list as needed)

<u>Region</u>	<u>Counties</u> (Check location of applicant)
[] I	Morrow, Umatilla, Union, Wallowa, Grant, Baker, Malheur
[] II	Sherman, Gilliam, Jefferson, Wheeler, Crook, Deschutes, Harney
[] III	Douglas, Curry, Josephine, Jackson, Klamath, Lake
[] IV	Lane, Linn, Benton, Lincoln, Coos
[] V	Marion, Polk, Yamhill, Tillamook
[X] VI	Clatsop, Columbia, Washington, Multnomah, Clackamas, Hood River, Wasco

(5 pts) 1. What is the projected number of participants and the type of project?

<u>Number</u>		<u>Funding Period</u>
[X] <u>35</u>	Model Birth - 2 yr. program	7-1-88-6-30-89
[] _____	Model Three - 5 yr. program	7-1-88/6-30-89
[] _____	Integration/ Mainstreaming Program	7-1-88/6-30-89
[] _____	Other (specify)	7-1-88/6-1-89

Objective 2.0

To provide in-home periodic developmental screening and follow-up to 35 infants with a maternal history of drug use during pregnancy.

Activity 2.1

1. Initial developmental screening will be done within one month of birth.
2. Follow-up developmental screening will be done per schedule.
3. Refer for diagnostic evaluation and provide intervention services if delays are identified.
4. Provide parent teaching re: developmental expectations and appropriate play and stimulation for age level.

Timeline:

initiation date --Within one month of birth.

completion date --When infant is one year old.

Outcome 2.1.1

1. Infants enrolled in the project will receive all scheduled assessments at appropriate age intervals.
2. Infants with identified delays will receive intervention services.
3. A profile of developmental status of infants will be compiled and correlated to mothers drug use history.

(15 pts) 2D. Plan:

• What is the planned sequence of project events, and what is the timeline for their completion?

1. Recruit and hire staff-Community Health Nurse, Child Development Specialist and specialist for consultation (i.e., OT, PT)--- 1, 1988
2. Provide training as needed in issues specific to drug usage and developmental effect July, 15, 1988.
3. Define eligibility criteria and establish referral network with hospitals and drug treatment programs--- July 15, 1988
4. Establish referral network and resources for services to infants with identified delays---August 1, 1988.
5. Identify screening tools and screening schedule--Aug. 1, 1988

(cont'd on back of page)

• What do you plan to do to evaluate the success of the project (i.e., products, performance by participants, etc.)?

We will track the number of home visits, developmental screenings and well child visits the infant received and compare to our expected schedule of visits. Chart will be reviewed on infants with identified delays to determine if appropriate intervention services were received.

Anecdotal information will be gathered on providers ability to maintain follow-up with family.

• How will the results be organized and shared with others?

Results of screening by age and by history of maternal drug use will be compiled and shared with local agencies to assist in planning for care of these infants. Results will also be shared with the National Association of Perinatal Addictive Research and Education. The report will include costs of program and discussion of problems and success of keeping parents and infants in project. Results of the project should help district plan for the needs of these infants as they grow older.

(Please use this page, front and back, and attach one additional page, front and back, if needed.)

2. Project Description:

(25 pts) 2A. Need and planning: What problem(s) is the project responding to, and how was the problem(s) identified? Who was involved in identifying the problem(s) and planning this project?

Recent estimates by the major neonatal centers in Multnomah County indicate 250-300 infants are born annually with known in utero drug exposure. Discussions with Multnomah County Early Intervention Coordinator indicated interest and concern for this population as these infants are at risk for developmental delays. Major problems arise in follow up and tracking of these infants because of the often transient lifestyle of parents and poor use of social service resources, especially if the parent continues abusing drugs. Early identification and intervention for these infants and their families can be accomplished by an intensive home-based follow-up and tracking program, utilizing community health nurses and child development specialists. This system would be based on our current Early Intervention program model, which has proven effective. . .

(10 pts) 2B. Goal: Overall, what do you plan to accomplish with this project?

Develop data base of the effects of drug exposure in utero on infants growth and development.

Assess the effectiveness of our Early Intervention program model on this population.

Reduce the impact of developmental delays in infants exposed to drugs in utero.

(30 pts) 2C. What are the major objectives, critical activities, anticipated timelines and expected outcomes for the project?

Objective 1.0

To provide in home community health nurse support services to 35 infants with maternal history of drug use during pregnancy.

Activity 1.1

An in-home assessment will be done within one week of infant's hospital discharge. Assessment to include infant's health status, maternal-infant bonding, parenting abilities and use of community resources. Regular follow-up home visits will be provided to monitor health status, growth and development, parenting abilities and use of community resources. Provide parent teaching re: care of the at-risk infant, especially comfort measures, feeding developmental initiation date -Within one week of birth. expectations, health care needs. completion date -When infant is one year old.

Outcome 1.1.1

All infants and parents will continue with the project until the infant is one year old. Infants will receive regular health care.

(15 pts) 3. Budget. (Justify as needed.)

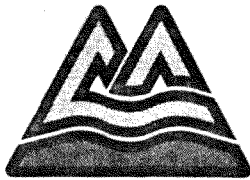
Time Period

7/1/1988 6/30/89
Beginning Date Ending Date

	Application Funds	Local Contribution (If any)
STAFF		
Teacher - Time on Project _____ days/hrs.	_____	_____
Aide - Time on Project _____ days/hrs.	_____	_____
Other (identify) - Time on Project, _____ days/hrs.	38,625	\$350.
Community Health Nurse 40 hrs/wk = \$22,125		
Child Development Specialist 20 hrs/wk = \$13,500		
Special Consultant (on contract) 100 hrs. (total) = \$3,000		
Field Supervisor (.1)		
FRINGE BENEFITS (Provide rate) <u>39%</u>	<u>13,894</u>	<u>\$137</u>
TRAVEL (Describe purpose)	<u>\$1215</u>	_____
Travel to client home, to case staffings in community		
Community Health Nurse \$100/mon		
Child Development Specialist \$35/mon		
SUPPLIES (Describe what will be purchased)	<u>\$200</u>	_____
Skill building toys/equipment		
OTHER (List and describe)	_____	<u>\$1500</u>
Office supplies, phone, printing		
INDIRECT COSTS (Provide rate) <u>7.9%</u>	<u>4261</u>	_____
TOTAL BUDGET	<u>\$58,195</u>	<u>\$1,987.00</u>

What is the planned sequence of project events, and what is the timelines for their completion? cont'd

6. Begin accepting referrals for project--- August 1, 1988
7. Provide in-home services--- August 1, 1988.- June 30, 1989
8. Compile results of project--- July 30, 1989



MULTNOMAH COUNTY OREGON

5/5/60

BOARD OF COUNTY COMMISSIONERS
ROOM 605, COUNTY COURTHOUSE
1021 S.W. FOURTH AVENUE
PORTLAND, OREGON 97204

GLADYS McCOY • Chair • 248-3308
PAULINE ANDERSON • District 1 • 248-5220
GRETCHEN KAFOURY • District 2 • 248-5219
CAROLINE MILLER • District 3 • 248-5217
POLLY CASTERLINE • District 4 • 248-5213
JANE McGARVIN • Clerk • 248-3277

June 23, 1988

Mr. Duane Zussy, Director
Department of Human Services
426 SW Stark
Portland, OR

Dear Mr. Zussy:

Be it remembered, that at a meeting of the Board of County Commissioners held June 23, 1988, the following action was taken:

In the Matter of the ratification of an inter-)
governmental revenue agreement with State Adult)
and Family Services whereby the State will con-)
tinue the "Refugee Early Employment Project")
through June 30, 1989 (Amendment #3) R-15)

Upon motion of Commissioner Anderson, duly seconded by Commissioner Kafoury, it is unanimously

ORDERED that said Intergovernmental Agreement be ratified.

Very truly yours,

BOARD OF COUNTY COMMISSIONERS

By Jane McGarvin
Jane McGarvin
Clerk of the Board

jm
cc: Budget
Finance
Purchasing
Harriet Weber
Health Services

DATE SUBMITTED _____

(For Clerk's Use)

Meeting Date 6/23/88
Agenda No. R-15

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: Ratification of Intergovernmental Agreement

Informal Only* _____ (Date) _____ Formal Only _____ (Date) _____

DEPARTMENT Department of Human Services
Office of County Chair DIVISION Health

CONTACT Scott Clement TELEPHONE -3674

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD DUANE ZUSSY/SCOTT CLEMENT

BRIEF SUMMARY Should include other alternatives explored, if applicable, and clear statement of rationale for the action requested.

Ratification of Amendment #3 to Revenue Agreement with State Adult and Family Services Division whereby the State will continue The "Refugee Early Employment Project" thru June 30, 1989. The Amendment also increases the Capitation Fee from \$81.76 to 101.83 effective October 1, 1989.

COPY OF THE CONTRACT IS AVAILABLE AT THE CLERK OF THE BOARD

(IF ADDITIONAL SPACE IS NEEDED, PLEASE USE REVERSE SIDE)

ACTION REQUESTED:

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☐ POLICY DIRECTION ☒ RATIFICATION

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA _____

IMPACT:

PERSONNEL

☐ FISCAL/BUDGETARY

☐ General Fund

Other _____

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: Glady McColly
Duane Zussy (PC)

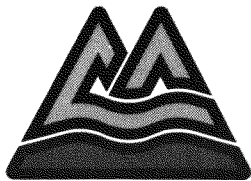
BUDGET / PERSONNEL /

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) Armando Br

OTHER _____

(Purchasing, Facilities Management, etc.)

NOTE: If requesting unanimous consent, state situation requiring emergency action on back.



MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES
HEALTH SERVICES DIVISION
426 S.W. STARK STREET, 7TH FLOOR
PORTLAND, OREGON 97204
(503) 248-3674

BOARD OF COUNTY COMMISSIONERS
GLADYS MCCOY • CHAIR OF THE BOARD
PAULINE ANDERSON • DISTRICT 1 COMMISSIONER
GRETCHEN KAFOURY • DISTRICT 2 COMMISSIONER
CAROLINE MILLER • DISTRICT 3 COMMISSIONER
POLLY CASTERLINE • DISTRICT 4 COMMISSIONER

MEMORANDUM

TO: Gladys McCoy
County Chair

VIA: Duane Zussy, Director *Duane Zussy (MC)*
Department of Human Services

FROM: Billi Odegard, Director *Billi Odegard*
Health Division

DATE: June 8, 1988

SUBJECT: Intergovernmental Agreement Amendment with Adult and Family Services Division

Recommendation: The Health Division and the Department of Human Services recommend County Chair approval and County Board ratification of the Agreement amendment with Adult and Family Services Division (AFS) for the period July 1, 1988 to June 30, 1989.

Analysis: This amendment extends the current Refugee Early Employment Project (REEP) Intergovernment Agreement another year, and increases the pre-paid, monthly capitation from \$81.63 to \$101.83 per patient effective October 1, 1987. \$819,035 have been budgeted for FY 88-89. \$824,140 were budgeted in FY 87-88. \$682,763 in revenues have been received as of May 31, 1988. These are federal funds.

REEP is a comprehensive program designed by AFS to help refugees achieve independence in this society. The project funds employment training and search activities, cash grants, and medical care. County has agreed to provide comprehensive health care to eligible refugees in Multnomah County. The per capita medical reimbursement method was approved by the 1983 legislature.

Background: This contract has been renewed annually since November, 1985.

[CM-2731K-p]



MULTNOMAH COUNTY OREGON

DH 5# 128-1
8681

CONTRACT APPROVAL FORM

(See instructions on reverse side)

TYPE I

- ☐ Professional Services under \$10,000
☐ Revenue
☐ Grant Funding
☒ Intergovernmental Agreement

Amendment to above, Number R1008387
(Original Contract Amount Requirements)

TYPE II

- ☐ Professional Services over \$10,000 (RFP, Exemption)
☐ PCRB Contract
☐ Maintenance Agreement
☐ Licensing Agreement

Amendment to above, Number _____
(Original Contract Amount _____)

Contact Person Pallari/Kennedy Phone 3036/3674 Date 4-17-87

Department Human Services Division Health Services Bldg/Room 160/7

Description of Contract This amendment to Refugee Early Employment Project contract (REEP):
1) Extends contract through FY 87-88; 2) and expands service area to include Washington
and Clackamas Counties.

RFP/BID # _____ Date of RFP/BID _____ Date of Exemption _____

Reviewed For ☐ MBE ☐ FBE Participation Contractor is ☐ MBE ☐ FBE

Contractor Name Adult and Family Services

Mailing Address Division

Public Service Building

Salem, Oregon 97310

Phone 323-7177

Employer ID# or SS# N/A

Effective Date upon execution

Termination Date June 30, 1988

Total Amount of Agreement \$ 824,140

Payment Terms

- ☐ Lump Sum \$ _____
☐ Monthly \$ _____
☒ Other \$ 81.76 per month per member

☐ Requirements contract-requisition required
Purchase Order No. _____

Required Signatures:

Department Head Bernice Zisch (SME) Date 4/20/87

Purchasing Director _____ Date _____
(Type II Contracts Only)

County Counsel Kim Keuler Date 5/4/87

Budget Office Thomas Boud Date 5/6/87

County Executive/Sheriff Gladys McCay Date May 14/87

TRANSACTION CODE	P O	AGENCY	PO DATE	m m d d y y	ACCOUNTING PERIOD	m m y y	BUDGET FY	y y	ACTION	
VENDOR CODE		VENDOR NAME			TOTAL AMOUNT		\$		<input type="checkbox"/> Original Entry (E) <input type="checkbox"/> Adjustment (M)	
CONTRACT NUMBER	FUND	AGENCY	ORGANIZATION	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	DESCRIPTION	AMOUNT	INC/ DEC IND
<u>Am 1008387</u>									\$	
									\$	
									\$	
									\$	

INSTRUCTIONS FOR COMPLETING CONTRACT APPROVAL FORM

1. **TYPE I, TYPE II** — Check off appropriate type of contract in one of the two boxes on top of form. Note: Type II contracts need to be routed through Purchasing Director, Type I does not. If Amendment, enter contract number of original agreement and original contract amount.
2. **CONTACT PERSON, PHONE** — Enter name and phone number of person initiating contract from responsible County department.
3. **DATE** — Enter date contract and Contract Approval Form submitted for approval and execution.
4. **DEPARTMENT, DIVISION, BLDG/ROOM** — List appropriate County department and division responsible and interoffice mail code.
5. **DESCRIPTION OF CONTRACT** — Summary of product purchased or services to be performed. Note if an amendment or extension.
6. **RFD/BID #** — Enter number if contract is result of RFP/Bid selection process.
7. **DATE OF RFP/BID** — Enter date of RFP/BID public opening.
8. **DATE OF EXEMPTION** — Enter date exemption from competitive bidding granted by BCC.
9. **REVIEWED FOR MINORITY/FEMALE BUSINESS** — Check appropriate box if County sought business from MBE or FBE firm(s).
10. **CONTRACTOR IS MBE OR FBE** — Check appropriate box if contractor is certified as an MBE or FBE.
11. **CONTRACTOR NAME, MAILING ADDRESS, PHONE** — Enter current information.
12. **EMPLOYER ID# OR SS#** — Enter employer ID# or social security number if Contractor is individual.
13. **EFFECTIVE DATE** — Date contract states to begin services.
14. **TERMINATION DATE** — Date contract states services terminated.
15. **TOTAL AMOUNT OF AGREEMENT** — Enter amount of agreement being submitted. If Amendment, enter amount of increase/decrease only.
16. **PAYMENT TERMS** — Designate payment terms by checking appropriate box and entering dollar amount.
17. **REQUIREMENTS CONTRACT — REQUISITION REQUIRED** — Check this box to note that a Purchase Order will be issued to trigger payment.
18. **PURCHASE ORDER NO.** — Enter number of Purchase Order to be issued. If number is not known, enter "P.O. will be issued."
19. **REQUIRED SIGNATURES** — To be completed as approved. Purchasing Director needs to sign for Type II contracts only.
20. **AGENCY** — Enter your Department's agency number.
21. **VENDOR NAME** — Enter Contractor name as entered above.
22. **TOTAL AMOUNT** — Enter total dollar amount of contract.
23. **CONTRACT NUMBER** — Purchasing will enter all new contract numbers. If contract extension or amendment, initiator should enter current contract number.
24. **ACCOUNT CODE STRUCTURE** — Enter Account Code structure for the type of agreement, i.e., expense or revenue.
25. **DESCRIPTION** — Optional.
26. **AMOUNT** — If total dollar amount is being split among different account numbers indicate dollar amounts here.



Department of Human Resources AFS Contract No, 50240-2
ADULT AND FAMILY SERVICES DIVISION

PUBLIC SERVICE BUILDING, SALEM, OREGON 97310

Amendment Number Two to the
REFUGEE EARLY EMPLOYMENT PROJECT
HEALTH SERVICES AGREEMENT between
the Adult and Family Services Division, and
Multnomah County

Whereas the Parties have agreed for the providing of
specified medical services and other benefits to clients of
Division who reside in the Service Area, and

Whereas the Parties have determined an expansion of the
Service Area is in the best interests of the program, and

Whereas the Parties have determined an extension of the
contract term at the existing Capitation Fee is reasonable,

Now, Therefore, the Agreement is hereby amended as follows:

1. The Service Area is expanded by adding Washington and
Clackamas Counties;
2. The Term of the Agreement is hereby extended through
June 30, 1988.

All other provisions remain unchanged.

Agreed

Multnomah County

Adult and Family Services Division

by Gladys McCoy 5/14/87 by Freddye Webb-Petett 6/4/87
Gladys McCoy date Freddye Webb-Petett date
County Chair Administrator

Reviewed

Ann Spensal Michelle Mark Conner Wm Wistner
Program/Budget IMS Manager HSS Manager AFS Contracts
Approved as to Form: Approved for Legal Sufficiency:

by Randy Kewler 5/14/87 by Dale K. Worman 6/4/87
County Counsel date Assistant Attorney General date

ATTACHMENT TO REFP CONTRACT

<u>FUND</u>	<u>AGENCY</u>	<u>ORGAN</u>	<u>REV</u>	<u>AMOUNT</u>	<u>NAME</u>
156	010	0700	2059	\$97,523	- General Ast.
156	010	0700	2606	463,970	- Refugee Cap.
156	010	0800	2059	9,645	- GA
156	010	0800	2606	84,450	- Refugee Cap.
156	010	0850	2059	20,000	- GA
156	010	0850	2606	83,030	- Refugee Cap.
156	010	0900	2059	20,000	- GA
156	010	0900	2606	45,522	- Refugee Cap.
TOTAL				\$824,140	

G.A. Total

\$ 147,168

Refugee Capitation Total

676,972

\$ 824,140



MULTNOMAH COUNTY OREGON

DHS #128
86-87

CONTRACT APPROVAL FORM

(See instructions on reverse side)

FY 86-87

TYPE I

- ☐ Professional Services under \$10,000
☒ Revenue
☐ Grant Funding
☒ Intergovernmental Agreement

Amendment to above, Number 1019986
 (Original Contract Amount Requirements)

TYPE II

- ☐ Professional Services over \$10,000 (RFP, Exemption)
☐ PCRB Contract
☐ Maintenance Agreement
☐ Licensing Agreement

Amendment to above, Number _____
 (Original Contract Amount _____)

Contact Person Kennedy Phone 3674 Date 6-13-86Department Human Services Division Health Services Bldg/Room 160/7

Description of Contract This extends existing refugee Early Employment Project (EPEP) and amends this contract to add those clients who are eligible for the General Assistance Program.

RFP/BID # _____ Date of RFP/BID _____ Date of Exemption _____

Reviewed For ☐ MBE ☐ FBE Participation Contractor is ☐ MBE ☐ FBEContractor Name Adult & Family Services DivisionMailing Address Public Service Building
Salem, OR 97310Phone 373-7177Employer ID# or SS# N/AEffective Date July 1, 1986Termination Date June 30, 1987Total Amount of Agreement \$ Requirements

Payment Terms

- ☐ Lump Sum \$ _____
☒ Monthly \$ 81.76 per month per member
☐ Other \$ _____

☐ Requirements contract-requisition required
 Purchase Order No. _____

Required Signatures:

Department Head Patsy Skelton (Swe) Date 6/16/86Purchasing Director _____ Date _____
(Type II Contracts Only)

County Counsel _____ Date _____

Budget Office Thomas Frank Date 6/19/86County Executive/Sheriff Dennis Buchanan Date 6-26-86

TRANSACTION CODE	PO	AGENCY	PO DATE	ACCOUNTING PERIOD	BUDGET FY	TOTAL AMOUNT	ACTION			
VENDOR CODE	VENDOR NAME						<input type="checkbox"/> Original Entry (E) <input type="checkbox"/> Adjustment (M)			
CONTRACT NUMBER	FUND	AGENCY	ORGANIZATION	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	DESCRIPTION	AMOUNT	INC/DEC IND
<u>R1008387</u>								<u>SEE ATTACHMENT</u>		

WHITE - PURCHASING

CANARY - INITIATOR

PINK - CLERK OF THE BOARD

GREEN - FINANCE

GOLDENROD - BUDGET

INSTRUCTIONS FOR COMPLETING CONTRACT APPROVAL FORM

1. **TYPE I, TYPE II** — Check off appropriate type of contract in one of the two boxes on top of form. Note: Type II contracts need to be routed through Purchasing Director, Type I does not. If Amendment, enter contract number of original agreement and original contract amount.
2. **CONTACT PERSON, PHONE** — Enter name and phone number of person initiating contract from responsible County department.
3. **DATE** — Enter date contract and Contract Approval Form submitted for approval and execution.
4. **DEPARTMENT, DIVISION, BLDG/ROOM** — List appropriate County department and division responsible and interoffice mail code.
5. **DESCRIPTION OF CONTRACT** — Summary of product purchased or services to be performed. Note if an amendment or extension.
6. **RFD/BID #** — Enter number if contract is result of RFP/Bid selection process.
7. **DATE OF RFP/BID** — Enter date of RFP/BID public opening.
8. **DATE OF EXEMPTION** — Enter date exemption from competitive bidding granted by BCC.
9. **REVIEWED FOR MINORITY/FEMALE BUSINESS** — Check appropriate box if County sought business from MBE or FBE firm(s).
10. **CONTRACTOR IS MBE OR FBE** — Check appropriate box if contractor is certified as an MBE or FBE.
11. **CONTRACTOR NAME, MAILING ADDRESS, PHONE** — Enter current information.
12. **EMPLOYER ID# OR SS#** — Enter employer ID# or social security number if Contractor is individual.
13. **EFFECTIVE DATE** — Date contract states to begin services.
14. **TERMINATION DATE** — Date contract states services terminated.
15. **TOTAL AMOUNT OF AGREEMENT** — Enter amount of agreement being submitted. If Amendment, enter amount of increase/decrease only.
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19. **REQUIRED SIGNATURES** — To be completed as approved. Purchasing Director needs to sign for Type II contracts only.
20. **AGENCY** — Enter your Department's agency number.
21. **VENDOR NAME** — Enter Contractor name as entered above.
22. **TOTAL AMOUNT** — Enter total dollar amount of contract.
23. **CONTRACT NUMBER** — Purchasing will enter all new contract numbers. If contract extension or amendment, initiator should enter current contract number.
24. **ACCOUNT CODE STRUCTURE** — Enter Account Code structure for the type of agreement, i.e., expense or revenue.
25. **DESCRIPTION** — Optional.
26. **AMOUNT** — If total dollar amount is being split among different account numbers indicate dollar amounts here.



Department of Human Resources
ADULT AND FAMILY SERVICES DIVISION

PUBLIC SERVICE BUILDING, SALEM, OREGON 97310

Amendment Number One to the
REFUGEE EARLY EMPLOYMENT PROJECT
HEALTH SERVICES AGREEMENT between
the Adult and Family Services Division, and
Multnomah County

Whereas the Parties have agreed for the providing of specified medical services and other benefits to clients of Division who eligible to participate in the Refugee Early Employment Project (REEP), and

Whereas the Division has found that other refugees, as defined below, are in need of medical care, and

Whereas Contractor is willing to accept these other refugees for the same level of care, services and benefits as is being provided to REEP clients,

Now, Therefore, the Agreement is hereby amended as follows:

(1) The term of the Agreement is extended through June 30, 1987.

(2) a new section, which will be identified as Section 15. Clients Eligible for Contractor General Assistance Program, is hereby added. This new section shall be in addition to all other provisions of the Agreement and shall be construed as complementary. When there are conflicts between terms, the terms of this new section shall apply.

(3) the existing Section 15. Merger, is renumbered as 16, and the existing Section 16. Signatures, is renumbered as 17;

(4) the new Section 15. Clients Eligible for Contractor General Assistance, reads as follows:

a. Eligibility

Only refugees residing in the Service Area, and who are eligible for benefits under 45 CFR Part 400, and who are not a client of Division, are eligible to receive services and benefits under the provisions of this Section of the Agreement.

b. Capitation Fee

The Capitation Fee shall be the same amount as for REEP clients.

c. Payment

Division will pay in arrears for each month of enrollment for that part of the month in which the client was actually enrolled. There is no guaranteed minimum length of time for which payments will be made.

d. Reports

At the end of each month Contractor shall provide Division with a report which lists all clients enrolled for the month. This report shall identify the client by name, address, date of enrollment, social security number, date of birth, and date of entry into the United States.

e. Enrollment

Contractor shall take applications for service from all persons who apply. Contractor will determine the eligibility of clients through a screening and evaluation process which ensures that only clients who are eligible for this program receive services and benefits under this program.

f. Disenrollment

Disenrollment will occur effective on the date of occurrence under any of the following conditions: death of the client; clients moves from Service Area; client is no longer eligible for participation either as a refugee eligible for benefits under 45 CFR Part 400, or as a recipient of benefits under Contractor's General Assistance Program; client becomes a recipient under one of Divisions cash or medical assistance programs; or client voluntarily disenrolls from Contractors program.

g. Reenrollment

Any eligible client may reenroll at any time. Reenrollment requires a new application and the thorough processing of the new application.

h. Services

Clients enrolled under the provisions of this Section shall receive those Services and Benefits specified in Section 11. Services and Benefits, and as limited by the provisions of Section 12. Exclusions and Limitations, to the same extent and quality as do all other clients enrolled under this Agreement.

(5) All other provisions remain unchanged.

Agreed

Multnomah County

Adult and Family Services Division

by Dennis Buchanan / ce by Dana C. Rohlfing 7/27/86
Dennis Buchanan date 6/26/86 Keith Putman date
County Executive Administrator

Reviewed
Approved as to Form
Rina K. Linder
County Counsel

Mike Kan
TMS Manager
Elizabeth Smith
HSS Manager

Nom W. Scher
AFS Contracts
Ron Spindel
Refugee Program

REFUGEE EARLY EMPLOYMENT PROJECT
HEALTH SERVICES AGREEMENT

1. INTRODUCTION:

This Agreement is hereby entered into between Multnomah County Department of Human Services of Oregon, herein called "Contractor", and the State of Oregon, by and through its Adult and Family Services Division, herein called "Division".

2. STATUS OF CONTRACTOR: Home Rule Municipality

3. CONSIDERATION:

The Contractor, in consideration of the monthly payments to be paid to the Contractor by the Division on behalf of Members, agrees to provide necessary services and other benefits as specified under Section 11 Services and Benefits for eligible persons enrolled hereunder, in accordance with the terms, conditions, limitations and exclusions of this Agreement. The amount payable per member per month as the Net Capitation Payment for the period ending June 30, 1986 is \$81.76.

4. TERM AND APPROVAL:

This Agreement is not effective until approved in writing for legal sufficiency by the Attorney General for Oregon and agreed to by the Parties. Upon approval of the above, as evidenced by signature of an authorized individual, the term of this Agreement will be from November 1, 1985, through June 30, 1986.

REFUGEE EARLY EMPLOYMENT PROJECT

HEALTH SERVICES AGREEMENT

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5. AMENDMENTS:

The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument which has been signed by the Parties and approved for legal sufficiency by the Attorney General for Oregon.

6. DEFINITIONS:

As used in this Agreement, unless otherwise expressly provided or the context otherwise requires, the following definitions of terms shall govern the construction of this Agreement.

- a. Allowable Costs: Those reasonable and necessary costs incurred by the Contractor and approved by the Department of Health and Human Services and Division.
- b. Benefit Plan: Any Agreement, other than this Agreement, between the Contractor and other parties that allows for the provision of health benefit to members.
- c. Capitation Listing: The approved listing of Members who have been enrolled with the Contractor by the Division.
- d. Capitation Fee: The amount to be paid monthly by the Adult and Family Services Division to the Contractor for each enrolled Member.
- e. Contractor: A qualified organization which contracts with Division to provide covered services to an enrolled population on a prepaid capitated basis.

- f. Disenrollment: The final deletion of any Member from the approved list of Members furnished by the Division to the Contractor.
- g. Eligible Recipient: Any person eligible as a refugee or assylic as defined by the Refugee Early Employment Project or the Division in accordance with Federal and State laws and who resides in the Service Area.
- h. Enrollment: The Eligible Recipient's signing of an enrollment form and the Division's verification of the eligibility of the recipient or Division action under the provisions of Section 8(b)(2) of this Agreement.
- i. Family Dependent: An Eligible Recipient who receives health care services under contractual arrangements by Division with the Contractor and for whom the prepayment required by Section 10 has been received by or is due to the Contractor.
- j. Family Unit: A Member and his or her Family Dependents as defined by the Refugee Early Employment Project.
- k. Fair Hearing: The procedure by which the recipient may appeal an Oregon Adult and Family Services Division or Refugee Early Employment Project decision or Contractor action under this Agreement.
- l. Fee for Service Basis: Refers to payments made or owed by Division for Medical and Hospital Services provided to Eligible Recipients and which are not covered under the Agreement. Billing and payment are made pursuant to applicable statutes and the rules and regulations contained in the Medical Provider Guides of the Adult and Family Services Division.

- m. Hospital: Any hospital with which the Contractor maintains contractual arrangements for hospital services.
- n. Medicare: The Federal Health Insurance for the Aged and Disabled Act.
- o. MEDICHECK: Refers to the Medicaid (Title XIX) Program, Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) which covers all ADC individuals under 21 years of age.
- p. MEMBER: Any Eligible Recipient as determined by Division and Refugee Early Employment Project whose coverage under this Agreement has begun and remains in effect.
- q. Net Capitation Fee: The capitation fee net of all offsets, if any, requested by the Contractor.
- r. Non-Member Rates: The charges set forth in applicable schedule of charges maintained by Contractor or Hospitals for services provided to patients who are not Members.
- s. Physician: Any person who has a degree of Doctor of Medicine or Doctor of Osteopathy who is licensed in Oregon to practice medicine:
Attending Physician: The Physician primarily responsible for the care of a Member with respect to any particular injury or illness.
- t. Primary Care Physician: A Physician who has the responsibility for supervising, coordinating, and providing initial and primary care to patients, for initiating referrals for specialist care, or for maintaining the continuity of patient care. A Primary Care Physician

shall be either a physician who has limited his practice of medicine to general practice or who is a board-certified or board-eligible internist, pediatrician, obstetrician/gynecologist, or family practitioner.

- u. Refugee Early Employment Project (REEP) is a demonstration program funded through the United States Office of Refugee Resettlement.
- v. Risk: The degree of probability that the sum of Capitation Payments and Third Party Resources will not equal Allowable Costs.
- w. Service Area: shall mean the County of Multnomah.
- x. Services, Emergency: Services provided in a hospital emergency room after the sudden and unforeseen onset of a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) that the absence of immediate medical attention could reasonably be expected to result in--
 - (1) placing the patient's health in serious jeopardy,
 - (2) serious impairment to bodily functions, or
 - (3) serious dysfunction of any bodily organ or part.
- y. Services, Hospital: Except as expressly limited or excluded by this Agreement, those medically necessary services for registered bed patients which are (1) generally and customarily provided by acute care general hospitals in the Service Area, and (2) prescribed, directed or authorized by the Attending Physician.

z. Services, Long Term Care: Nursing services provided in a facility which is licensed by the relevant State Licensing authority to provide nursing care services and certified by that authority as a Skilled Nursing Facility or Intermediate Care Facility under Title XIX of the Social Security Act.

aa. Services, Medical: Except as expressly limited or excluded by this Agreement, those medically necessary professional services of physicians and surgeons, other health professionals, and paramedical personnel, including medical, diagnostic, therapeutic and preventive services which are (1) generally and customarily provided in the Service Area, and (2) performed, prescribed, or directed by the Attending Physician. Services will be provided in a culturally appropriate manner using either the bilingual staff of the provider or by having the provider contract out for interpretation services.

bb. Subcontract: An agreement entered into by the Contractor with any of the following:

(1) An independent and separately established provider of health care services who agrees to furnish such services to Members.

(2) A Marketing Organization

(3) Any other organization or person who agrees to perform any administrative function or service for the operation of the Contractor specifically related to securing or fulfilling its contractual obligations with the Division.

cc. Third-Party Resource: Any individual, other entity, or program that is or may be liable to pay all or part of the medical cost of injury, disease, or disability of a Member.

dd. V-2 enrollee: Those individuals and their families who would not be eligible for categorical public assistance programs except for the fact that they are refugees.

7. HEADINGS/ORDER OF PRECEDENCE:

The headings used in this Agreement are for reference and convenience only, and in no way define, limit, or describe the scope or intent of any provisions or sections of this Agreement. In the interpretation of this Agreement and the various exhibits and incorporated documents, the various terms and conditions shall be construed as much as possible to be complementary. In the event that such interpretation is not possible, the following order of precedence shall apply:

- a. Federal statutes and regulations concerning the provisions of Title XIX of the Social Security Act and the Refugee Act of 1980.
- b. State of Oregon statutes and Administrative Rules concerning the operation of the Division's Public Assistance Program.
- c. The terms of any exhibits (attachments) to this Agreement.

8. ELIGIBILITY, ENROLLMENT, DISENROLLMENT, AND COVERAGE

a. Eligible Members

Those persons certified by the Division, or through a Division authorized contractor as Eligible Recipients.

b. Enrollment

All Eligible Recipients, whom the Division certifies as eligible for enrollment, shall enroll under the following conditions:

- (1) Newly Eligible Persons. A person and/or person's family dependents who newly attain eligibility will be enrolled by the REEP case manager during Intake I.

Any person who thereafter newly attains eligibility to become a Family Dependent, such as a new spouse, a newborn child, or adopted child, may be enrolled by Member submitting a change of enrollment form to the REEP case manager. A newborn child of a Family Dependent other than the Member's spouse may be enrolled only if the newborn child or adopted child is eligible under Section 8.a.

An eligible newborn child of a Member shall automatically be eligible. The Member shall promptly submit an enrollment application for such newborn and REEP shall include such newborn on the first available Enrollee Listing delivered to the Contractor.

- (2) Currently Eligible Persons. A person who is currently under the Division's Noncategorically Needy Refugee Assistance (V2) program will be converted to the Contractor's health plan and enrolled by the Division.

c. Disenrollment and Re-enrollment Rights

The Members may terminate enrollment only at their eligibility redetermination. Former Members may re-enroll only at their eligibility redetermination.

d. Effective Date of Coverage

(1) Newly Eligible Persons. Coverage for every newly eligible and enrolled person, except a newborn child, is effective on the first day of entry into the Service Area. An eligible newborn child is covered from birth, and an eligible and enrolled adopted child is covered from the date placed in the custody of the adoptive parents. Coverage for re-enrolled person is effective on the first day of a month following the application date on the enrollment card.

(2) Non-New Arrival New Enrollees. Coverage for non-new arrival new enrollees is effective on the beginning of the month of their enrollment.

e. Dual Coverage

When it is determined that one or more family members are covered under a Benefit Plan other than by this Agreement, the remaining family members may enroll in the Plan covered by this Agreement.

Clients are not eligible for enrollment with the Contractor if they have any other insurance coverage such as Blue Shield, Blue Cross or CHAMPUS that is equal to or exceeds the Plan's coverage.

f. Enrollment List and Applications

The Division will mail enrollee applications of currently eligible persons undergoing conversion to the Contractor's health plan on a weekly basis. The Contractor will provide each Enrollee with a member's card. The Contractor shall not be obligated to provide services under this Agreement to any person who has not completed an application.

9. RELATIONS AMONG PARTIES AFFECTED BY AGREEMENT

Notwithstanding any provisions under which the Division agrees to accept liability, including the indemnification of Contractor or others, the Liability of Division, for all events arising under this Contract other than for the Capitation Payments under Section 3, is limited by Article XI, Section 7, of the Oregon Constitution and the Oregon Tort Claims Act. Liability of Contractor is limited to the sums and limitations stated in Article XI, Section 10, of the Oregon Constitution and the Oregon Tort Claims Act.

- 7
- a. The Contractor, in performing its duties to provide or arrange for the providing of services pursuant to this Agreement, may employ physicians, nurses, technicians, hospitals, laboratories, or other personnel and facilities as it determines appropriate and in a manner it deems appropriate provided that all such employment shall not act to relieve the Contractor of its primary responsibility for the timely and effective performance of the duties and responsibilities under this Agreement.

b. Insurance and Indemnification

Subject to the opening provision of this section

10/23/85
DB/CL
10/24/85
9/22/88
(1) The Contractor agrees to indemnify, defend and hold harmless the Division and its officers and employees, against any actions, suits, or judgments for any cause, for which the Contractor is responsible.

(2) Subject to the opening provision of this Section, the Division agrees to indemnify, defend and hold harmless the Contractor and its officers and employees, against any actions, suits or judgments for any cause for which the Division is responsible.

c. Except for use by the Contractor in the administration of this Agreement, patient-identifying information from the medical records of Members and patient-identifying information received by Physicians or Hospitals incident to the physician-patient or hospital-patient relationship must be kept confidential and not disclosed without the prior consent of the Member, and must be within requirements established under 42 CFR Part 431, Subpart F.

d. Neither Division nor any Member is the agent or representative of the Contractor, and neither is liable for any acts or omissions of the Contractor, its agents or employees, or any Physician, or Hospitals, or any other person or organization with which the Contractor has made or hereafter makes arrangements for performance of services under this Agreement. If such act or omission results from or occurs in reliance upon the negligent, false or wrongful act, omission or statement of Division, then Division may be liable for damages to life or property subject to the opening provision of this section, but only to the

extent that the Division's acts or omissions contributed to the damage.

10. RATES AND PAYMENTS

a. Capitation Fee

The Capitation Fee has been established by negotiation between the Division and Contractor. The basis for the capitation fee is the fee-for-service experience of Division for a similar range of services.

b. Payments

The Division shall remit to the Contractor on behalf of each Member and his or her Family Dependents the amount specified in Section 3 of this Agreement for each month on or before the tenth day of the benefit month. The Contractor will bill the Division monthly for Capitation Fee based on the enrollee list. A full month's Capitation Payment will be made for (1) newly arrived eligibles for the month designated by their date of entry into the United States; (2) for all eligible newborn members for the month of birth; and (3) for all eligible adopted children for the month in which they were placed in custody of the adoptive parents.

For Eligible Recipients converted from the Division V2 program to the Health Plan, Capitation Payment will be made and coverage will begin on the first of the month following the completion of the enrollment application.

The Contractor will be guaranteed Capitation Payment for six months except under the following conditions:

- (1) Enrollee dies
- (2) Converted V2 enrollee has less than six months eligibility in which case Capitation Payment is guaranteed for remaining months of eligibility.

c. Adjustments

The Division assumes no liability for Capitation Payments for persons not listed on the Enrollee List or appropriate adjustment reports received in a timely fashion except as otherwise expressly noted in this Section.

Excepting inadvertent omission or error, and subject to the Administrative Rules for Medical Assistance Programs, the Division will assume financial liability on a Fee-For-Service basis for Medical and Hospital Services provided to eligible clients who are not eligible for participation in the Plan or are in the process of enrolling in the Plan and for whom the enrollment process will take place after the provision of services. The Division will assume financial liability on a fee-for-service basis for those clients who exceed the agreed upon risk limitation coverage of \$5,000 per enrollee per enrollment year. Billing and payment shall be pursuant to and under rules and regulations contained in the several Medical Provider Guides of the Division.

d. Other Charges

There will be no charges to Members for covered benefits under this Agreement. Members must pay or arrange for payment of charges for services not covered under this Agreement.

e. Medicare Payments

All Medicare payments for services provided to members shall be received by Contractor or the direct provider of service. Each member entitled to Medicare benefits shall complete and submit to the Contractor all necessary documents reasonably required by Contractor in order to obtain such Medicare payments, including consents, releases, and assignments. Any member who fails to submit such necessary forms must pay for services at non-member rates and such failure shall have no effect on the Capitation Fee due Contractor.

11. SERVICES AND BENEFITS

Subject to all terms, conditions, limitations and exclusions in this Agreement, Members under this Agreement are entitled to services set forth in the Division's current Hospital, Medical, Dental, and Ancillary Services Rules and Provider Guides. These services, except for Emergency Services, are available only if and to the extent that they are provided, prescribed or directed by the Member's Primary Care Physician, and unless otherwise specifically provided, received at any authorized and qualified facility. All Emergency Services shall be available 24 hours a day, seven days a week, for all days of the year; all other services shall be available during regular business hours and without undue delay.

Benefits hereunder include and are not in addition to Medicare benefits.

a. Physician Services in Hospitals and Medical Offices

Except for physician services specifically described in other Subsections of this Section, physician services are provided for all members covered by the Capitation Payment as follows:

- (1) Care While Hospitalized. During hospitalization all prescribed physician services, including surgical procedures, anesthesia and consultation with and treatment by specialists.
- (2) Care in Medical Office or Emergency Departments.

(a) Diagnosis and Treatment. Prescribed physician services, including surgical procedures, and consultation with and treatment by specialists.

(b) Preventive Services. Prescribed physician services for health maintenance, including physical checkups and health education, and other preventive physician services.

b. Hospital Care

Covers room and board up to a limit of 18 days per fiscal year, including planning services, central supply services, operating room services, delivery services, ancillary services, and blood transfusion services.

c. Outpatient Hospital and Ambulatory Surgical Provider Services

All medically necessary services which can be appropriately provided in this setting.

d. Radiology and Pathology

All prescribed X-rays and laboratory tests, services, and materials, including diagnostic and therapeutic x-rays and diagnostic clinical isotope services, electrocardiograms, and electroencephalograms are provided to all Members under the Capitation Fee.

e. Medical Case Management

All medical case management including arranging for and assuring the continuity and coordination of each Member's total care needs.

The following functions are included under Medical case management:

- (1) Appropriate referral of Members needing specialty health care services.
- (2) Documentation of referral services in Member's medical record.
- (3) Monitoring of Members with ongoing medical conditions by utilizing the Member's Medical treatment plan.
- (4) Documentation in medical records of Member's known emergency encounters including appropriate medically indicated follow-up.
- (5) Referrals as appropriate for the following services, coordinated with discharge planning (hospital or institutional) if applicable: Physical Therapy, Inhalation Therapy, Occupational Therapy, Speech Therapy, Audiology, Pharmaceutical Services, Chiropractic and Naturopathic Services, Podiatrist Services, Nurse Practitioner, Private Duty Nursing, Durable Medical Equipment and Supplies, Renal Dialysis.

f. Early and Periodic Screening, Diagnosis and Treatment

Contractor will provide health screening on a regularly scheduled basis for any Member under 21 years of age. Screening, diagnosis and treatment will be carried out as provided in the Division's guide for Early and Periodic Screening Diagnosis and Treatment or on a Contractor schedule prior approved by the Division. Record will be kept on AFS Form 520 or annotated in the Member medical record.

Screening will consist of at least: Health and Developmental History, Unclothed physical exam, Developmental assessment, Immunizations appropriate for age and health history, Assessment of nutritional status, Vision testing, hearing testing, laboratory procedures appropriate for age and population groups, for children 3 years of age and over, referral to a dentist for diagnosis and treatment.

g. Immunizations

Immunizations are provided against diphtheria, pertussis, tetanus, polio, measles (rubeola), mumps, rubella (German measles), or in conjunction with exposure to or affliction with specific conditions. Such conditions include rabies, influenza, pneumococcal pneumonia, botulism, and snake bite. Unexpected mass immunizations and hepatitis immunization are not covered.

h. Payment in Lieu of Service Benefits

If, in the professional judgement of the Contractor's Primary Care Physician, a Member requires Medical Services covered by this Agreement which require skills not available within the Contractor

resources and the Physician determines that it would be in the best interests of the Member to obtain care from another source, then, upon written referral by the Contractor's Physician, the Contractor shall make payment for prescribed services within the coverage of this Agreement, except that no payment need be required to the extent that the services are paid for or provided without charge by any public or publicly supported agency or institution.

i. Emergency Services Received from Providers not Contracting with the Contractor

- (1) Emergency Services. This Section defines and limits the Contractor's obligation to pay for Emergency Services that a Member receives from a physician or other provider not contracting with the Contractor.

The amount otherwise payable is reduced by all amounts paid or payable, or which in the absence of this Agreement would be payable, for the Emergency Services in question, under any group insurance policy or contract, or any other governmental program except the Oregon Refugee Program and Medicaid. Reimbursement for Emergency Services required because of an alleged act or omission of a third-party or covered under medical payment provisions of "no fault" motor vehicle liability insurance is subject to the conditions stated in Section 14y of this Agreement.

- (a) Within the Service Area. Subject to the foregoing limitations, the Contractor will pay reasonable charges for

all Emergency Services received within the Service Area from providers not contracting with the Contractor if receipt of the Emergency Services from Contractor's Physicians would have entailed a delay resulting in risk of death, serious disability or serious adverse medical consequences.

The Contractor may challenge the need for the emergency services provided through the Administrative Appeal process as defined in OAR 461-13-191.

(b) Outside the Service Area. Subject to the foregoing limitations, if a Member is injured or becomes ill while outside the Service Area, the Contractor will pay reasonable charges for Emergency Services received outside the Service Area. Covered benefits include Emergency Services for unexpected premature delivery but not for normal delivery unless the Contractor determines that the Member was outside the service Area because of circumstances beyond the Member's control.

(2) Continuing or Follow-up Treatment. Except as specified below, continuing or follow-up treatment is not covered. Payment is limited to Emergency Services required before the Member can, without medically harmful consequences, be transported into the Service Area. The Contractor will not be responsible for the provision of or payment for ambulance service or other special transportation arrangement medically required to transport the Member to the Service Area.

- (3) Notification and Claims. Contractor has no obligation to pay for emergency services under this Agreement unless a Member notifies the Contractor within five (5) days after care is commenced and files with Contractor, on forms provided by Contractor, a complete application for payment within 60 days of commencement of emergency care.
- (4) Releases and Assignments. Each Member claiming reimbursement hereunder shall complete and submit to the Contractor such consents, releases, assignments and other documents as the Contractor may reasonably request for the purpose of determining the applicability of and implementing this Subsection i.
- (5) Right of Recovery. Any overpayment hereunder may be recovered by the Contractor from any person to whom the payment was made, or from any insurance company or organization which is obligated to pay for the Emergency Service.

j. Nurse Practitioner Services

k. Dental Care

Dental/Denturist Services are provided to Members as outlined in the Division's Dental Services Rules and Guides. These services include: (1) Services identified as emergency, (2) Medichex screening and restoration; (3) Dental care for quadriplegics who need to use the mouth to carry out functions usually done by hands or feet; (4) Dental care necessary to enhance an adult's employability - only when there is likelihood of employment with due consideration to history of employment.

CONTRACT APPROVAL FORM

TYPE I

- (Original Contract Amount _____)

TYPE II

- (Original Contract Amount _____)

code

FOR ACCOUNTING/PURCHASING USE ONLY

VENDOR
name

YEAR

AUTHORIZATION NOTICE

**ENCUMBRANCE
"APRON" ONLY**

ACCT
N-

NUMBER

FUND

AGENCY

ORGANI-

ACTIVITY

OBJECT

SUB

REPT

DES

DESCRIPTION**AMOUNT**

INC,
DEC
IND

WHITE – PURCHASING

CANARY - INITIATOR

PINK – CLERK OF THE BOARD

GREEN – FINANCE

GOLDENROD – BUDGET

INSTRUCTIONS FOR COMPLETING CONTRACT APPROVAL FORM

1. **TYPE I, TYPE II** — Check off appropriate type of contract in one of the two boxes on top of form. Note: Type II contracts need to be routed through Purchasing Director, Type I does not. If Amendment, enter contract number of original agreement and original contract amount.
2. **CONTACT PERSON, PHONE** — Enter name and phone number of person initiating contract from responsible County department.
3. **DATE** — Enter date contract and Contract Approval Form submitted for approval and execution.
4. **DEPARTMENT, DIVISION, BLDG/ROOM** — List appropriate County department and division responsible and interoffice mail code.
5. **DESCRIPTION OF CONTRACT** — Summary of product purchased or services to be performed. Note if an amendment or extension.
6. **RFP/BID #** — Enter number if contract is result of RFP/Bid selection process.
7. **DATE OF RFP/BID** — Enter date of RFP/BID public opening.
8. **DATE OF EXEMPTION** — Enter date exemption from competitive bidding granted by BCC.
9. **REVIEWED FOR MINORITY/FEMALE BUSINESS** — Check appropriate box if County sought business from MBE or FBE firm(s).
10. **CONTRACTOR IS MBE OR FBE** — Check appropriate box if contractor is certified as an MBE or FBE.
11. **CONTRACTOR NAME, MAILING ADDRESS, PHONE** — Enter current information.
12. **EMPLOYER ID# OR SS#** — Enter employer ID# or social security number if Contractor is an individual.
13. **EFFECTIVE DATE** — Date contract states to begin services.
14. **TERMINATION DATE** — Date contract states services terminated.
15. **TOTAL AMOUNT OF AGREEMENT** — Enter amount of agreement being submitted. If Amendment, enter amount of increase/decrease only.
16. **PAYMENT TERMS** — Designate payment terms by checking appropriate box and entering dollar amount.
17. **REQUIREMENTS CONTRACT — REQUISITION REQUIRED** — Check this box to note that a Purchase Order will be issued to trigger payment.
18. **PURCHASE ORDER NO.** — Enter number of Purchase Order to be issued. If number is not known, enter "P.O. will be issued."
19. **ACCOUNT CODE STRUCTURE** — Enter Account Code structure for the type of agreement, i.e., expense or revenue.
20. **REQUIRED SIGNATURES** — To be completed as approved. Purchasing Director needs to sign for Type II contracts only.
21. **AUTHORIZATION NOTICE** — For Accounting/Purchasing Use Only

1. Pharmacy Services and Prescription Drugs

Prescribed covered medications and accessories are provided to Members within the Capitation Fee if the quantity prescribed does not exceed either (i) the smallest therapeutic package made by the manufacturer, or (ii) 30-days' supply, whichever is greater. Each prescription refill is provided on the same basis as the original prescription.

The below listed medications and accessories are covered only when prescribed by the Contractor's Physician and obtained at pharmacies designated by the Contractor. The scheduled hours of operation of such pharmacies will be provided to Division and Members by Contractor as part of the marketing information of the Contractor.

(i) Drugs for which a prescription is required by law.

(ii) The following additional drugs and accessories, which normally do not require a prescription, if prescribed by a Physician:

(A) Insulin

(B) The following diabetic supplies:

(I) Insulin Syringe;

(II) Needles (2);

(III) Diabetic test tablets, test strips and test kits:

(IV) Disposable insulin syringe, with needles, 30-day supply.

(C) Special vitamins for the treatment of a specific illness.

(D) Antacids for the treatment of a specific illness.

(E) Eye, ear, and nose medications.

(F) Food supplements.

m. The following benefits are provided as described in the respective Division services' guides.

1. Podiatry services

2. Ophthalmic and optometric services

3. Physical, occupational, speech/language/hearing therapy services

4. Durable medical supplies and equipment

5. Family planning

6. Emergency transportation

7. Chiropractic and naturopathic

8. Corrective Appliances and artificial aids

9. Organ and bone marrow transplants and associated services

n. Alcoholism, Drug Abuse, and Addiction: alcohol or drug detoxification provided in an acute inpatient hospital as well as outpatient care as recommended. These services will be provided as described in the DHR - Alcohol and Drug Program Administrative Rules.

- o. Psychiatric Conditions: mental health services including counseling and any treatment for insanity, mental illness or disorder, or drug induced mental condition as provided at mental health clinics funded by Mental Health Division. These services will be provided as described in the Mental Health Division's Administrative Rules.
- p. Home Health and Homemaker Visits: when prescribed by a physician.
- q. The following benefits are provided as described in the Senior Services Division Services Guide:

Skilled Nursing Facility

12. EXCLUSIONS AND LIMITATIONS

a. Exclusions

The following services and supplies are not within the prepaid coverage of this Agreement:

- (1) Employer or Governmental Responsibility. Services for any illness, injury or condition for which, or as a result of which, a payment or any other benefit, including amounts received in settlement of claims therefore ("Benefit"), is provided or is required to be provided either:
 - (a) Pursuant to any federal, state, county or municipal workers' compensation or employer's liability law or other legislation of similar purpose or import; or
 - (b) From any federal, state, county, municipal or other governmental agency, including in the case of service

connected disabilities the Veterans Administration, but excluding Medicaid benefits.

If there is reasonable doubt whether any benefit is available or is required to be provided because of such illness, injury or condition pursuant to such a law or from such a source, and if the Member seeks diligently to establish his or her rights to benefits, then services that otherwise would be provided under this Agreement will be provided, except that the value of such service, at Contractor's standard published Rates, is recoverable by the Contractor or its nominee from any person, organization or agency providing Benefits or from whom Benefits are due, or from the Member, to the extent that monetary benefits are provided or payable or would have been required to be provided if the Member had diligently sought to establish his or her rights to such benefits.

- (2) Certain Reconstructive Surgery. Reconstructive surgery or treatment, including complications of them, except for repair of accidental injury occurring while the Member is enrolled.
- (3) Certain Physical Examinations. Physical examinations required for school, athletics or for obtaining for continuing employment, insurance or governmental licensing.
- (4) Experimental Procedures and Procedures not Generally and Customarily Provided in the Service Area. Medical, surgical or other health care procedures which are experimental or which are not generally and customarily provided in the Service Area.,

- (5) Reversal of Voluntary Infertility. Services to reverse voluntary, surgically induced infertility.
- (6) Procedures, services, and supplies related to sex transformation.
- (7) Cosmetic surgery.
- (8) Homeopathic and faith healer services.
- (9) Radial Keratotomy surgery and services.
- (10) Non-emergent transportation.
- (11) All services provided under the Refugee Screening Grant to include but not limited to:
 - a) Physician services related to screening services.
 - b) Radiology and pathology services related to initial screening and assessment.
 - c) Initial EPSDT health screening.
 - d) Hepatitis immunization.
 - e) Drugs prescribed for treatment of enteric diseases caused by ova and parasites.
 - f) Screening, diagnosis, treatment, follow-up, surveillance, and prevention activities of health conditions considered to be public health problems. These conditions include:
 - 1) Tuberculosis

- 2) Malaria
 - 3) Hepatitis B
 - 4) Enteric disease caused by ova and parasites
 - 5) Sexually transmitted disease
 - 6) Other acute infectious processes
 - 7) Diseases preventable by immunization
- g) Screening, diagnosis, limited treatment, follow-up and related activities of those health conditions discovered during the physical assessment and considered to be personal health problems.

(17) Non-emergency services not performed or authorized by Member's Primary Care Physician.

b. Limitations

The right of Members and obligations of the Contractor are subject to the following limitations:

- (1) Major Disaster or Epidemic. If a major disaster or epidemic occurs, Physicians shall render Medical and Hospital Services and arrange home health services) insofar as practicable, according to their best judgement, within the limitation of available facilities and personnel, but neither the Contractor, nor any Physician has any liability or obligation for delay or failure to provide (or arrange) any such services to the extent

the disaster or epidemic causes unavailability of facilities or personnel.

- (2) Unusual Circumstances. If, due to unusual circumstances such as complete or partial destruction of facilities, war, riot, civil insurrection, disability of a significant part of Hospital or personnel, or similar causes, the rendition or provision of services and other benefits covered hereunder is delayed or rendered impractical, the Contractor will use their best efforts to provide services or other benefits covered hereunder, but shall not have any other liability or obligations on account of such delay or such failure to provide services or other benefits.

- (3) Refusal to Accept Treatment. Certain Members may, for personal reasons, refuse to accept procedures or treatment recommended by a Physician. Physicians may regard such refusal as incompatible with the continuance of a satisfactory physician-patient relationship and as obstructing the providing of proper medical care. Notwithstanding Sections 14(i) and 14(j) of this Agreement, physicians are to use reasonable efforts to render all necessary and appropriate professional services in a manner reasonably compatible with a Member's wishes, insofar as this can be done consistently with the Physician's judgement regarding proper medical practice. If a Member refuses to follow a recommended treatment or procedure, and the Physician believes that no alternative professionally acceptable to the Physician exists, the Member is so advised. If the Member still refuses to

follow the recommended treatment or procedure, then another physician shall be assigned to the Member. After a Member has been reassigned two times without resolution of the matter, the member will be referred to a REEP case manager and/or Division for redetermination of eligibility.

Such referral will act to terminate Contractor's obligation and Member's rights under this Agreement if the matter is not resolved within ten days of the receipt of the referral.

13. TERMINATION

Except as expressly provided in this Section, all rights to services and other benefits hereunder terminate as of the effective date of termination.

a. Termination of Agreement

This Agreement continues in effect subject to:

- (1) Termination by a Party. Either party may terminate this Agreement by giving thirty (30) days written notice to the other. If either party terminates this Agreement pursuant to this Section 13.1.(1), the following provisions, subject to the orderly and reasonable transfer of Member care in progress, apply:

- (a) In the event of contract termination by either party, if Contractor continues to provide service to a former Member, after the date of termination, the Contractor shall be paid

on a Fee-For-Service basis if the former Member is an ADC recipient. If Contractor chooses to provide services to a former member who is no longer ADC eligible, the Contractor shall not bill Division for the service.

- (b) If Division fails to pay the Capitation Fee before the expiration of the 10 day grace period, the Contractor may terminate this Agreement effective immediately subject to the need for orderly and reasonable transfer of Member care in progress. Contractor and Division will cooperate in providing orderly and reasonable transfer of Member care in progress.

b. Termination/Suspension of Specific Members:

- (1) All requests for termination of specific Members originated by the Contractor must be promptly submitted to the Division in writing for Division's prior approval. Division will respond to Contractor's request for termination within 10 working days of submission of Contractor's written request. The Division shall not unreasonably withhold its approval to those requests for termination meeting the conditions of this Agreement. The Division shall notify Members as to their termination.
- (2) Upon the termination or Disenrollment of specific Members approved by Division, the Division shall have no financial obligation to the Contractor for Capitation Fees except for those Capitation Fees due and payable to the Contractor on the effective date of termination. The conditions and effective

dates for terminations of specific members, subject to the orderly and reasonable transfer of Member care in progress, apply:

- (a) The covered person dies. The effective date is the date of death.
- (b) Contractor may not terminate any Member's Enrollment because of an adverse change in the Member's health.
- (c) The covered person is given active eligibility status, by Division, as a crippled child. For these purposes, "crippled child" shall mean any individual under 21 years who has a medically determined congenital or acquired condition which if left untreated could be expected to result in a permanent disability, and has been accepted for treatment by the Crippled Children's Division, Shriners Hospital or a similar institution, or meets the disability criteria for Supplemental Security Income (SSI). In such instances, the covered person shall be disenrolled effective the date active disability determination occurs.
- (d) The covered person is certified disabled by a Plan physician for a period to exceed 60 days duration and meets the disability criteria for SSI or General Assistance grant. In such cases, the covered person shall be disenrolled effective the date the active disability determinations occurs.
- (e) The covered person secures other third party coverage equal to or greater than the Plan. The covered person shall be

disenrolled on the first effective day of the third party coverage. Capitation payment will be guaranteed for six months or remaining months of program eligibility if less than six months.

(f) If any Member permits the use of his or her Medical Eligibility or Enrollment card by any other person, or uses another person's card, the card may be retained by the Contractor, and all rights of the Member and all other Members of the Family Unit may be suspended effective immediately, and Contractor may request termination by Division. Contractor shall promptly notify the Division and Member in writing of any suspension, including the effective date of such suspension and that termination of membership has been requested.

(g) Written notice to Members under Section 13(b) will be given by mailing to Member's last known address by certified mail.

c. Settlement Process

Except as stated elsewhere all terminations under Section 13a(1) and 13b of this Agreement shall include a final accounting of fees received and Members enrolled, and shall be accomplished as follows:

For a termination of this Agreement which occurs during mid-month, the Contractor shall be entitled to fees for the whole month except as noted under Section 13B and except those terminations initiated by Contractor.

Any and all claims from other contractors, including Emergency Service providers, which have been incurred as of termination date for which the Contractor is liable under this Agreement, shall be the responsibility of the Contractor. Contractor shall pay these claims promptly upon notice. Contractor will reimburse the Division for any portion of those claims due Division under the terms of this Agreement.

- d. Return of Pro Rata Portion on Monthly Payment in Certain Cases. If the rights of a Member hereunder are terminated, prepayments received on account of the terminated Member or Members applicable to periods after the effective date of termination, plus amounts due on claims, if any, less any amount due to the Contractor or any physician, are to be refunded within 30 days. After making such repayment, neither the Contractor, nor any Physician has any further financial liability or responsibility under this Agreement.

- e. Effect of Termination

In the event that Division or the Contractor terminates this Agreement, all rights to benefits, except as under Subsection 13.a. (1), shall cease as of the effective date of termination. The Contractor shall cooperate with Division in providing for orderly and reasonable transfer of Member care in progress, whether or not hospitalized.

- f. Termination for Default

If either party shall breach this Agreement in any material respect, the other party, by written notice of default, delivered in accordance

with the requirements of Section 14(g)., specifying the material breach with reasonable particularity, may terminate this Agreement at such prospective date as Division may elect. However, termination under this Subsection 13f. shall not occur before the alleged defaulting party shall have had a reasonable period, not to exceed thirty days after delivery of the notice, to cure the default.

g. Termination for Lack of Funds

In the event funding from federal sources is withdrawn, reduced, or limited in any substantial way after the effective date of this Agreement, and prior to normal completion, the Division or Contractor may terminate the Agreement, without penalty, subject to renegotiation under those new funding limitations and conditions. However, the Division will make all reasonable efforts to obtain federal funds to maintain the agreed upon Capitation Payment rates for the remaining contract period.

14. MISCELLANEOUS PROVISIONS

a. Acceptance of Agreement

This Agreement shall not be effective until it is agreed to by the parties hereto and approved for legal sufficiency, by the Attorney General of Oregon. Such approval shall accrue only to Division.

b. Agreement Binding on Members

By this Agreement, Division makes the Contractor's coverage available to persons who are eligible. However, this Agreement is subject to

amendment, modification or termination in accord with any provision hereof or by mutual agreement between the Contractor and Division without the consent or concurrence of Members. By electing coverage pursuant to this Agreement, or accepting benefits hereunder, all Members legally capable of contracting, and the legal representatives of all Members incapable of contracting, and the heirs, successors and legal and personal representatives of all such Members, are subject to all terms, conditions and provisions hereof.

c. Applications, Statements, and Questionnaires

Members or applicants for membership shall complete and submit to the Contractor such applications, or other forms or statements as the Contractor may reasonably request. Division and REEP shall supply to the Contractor, upon request, a complete current listing of Member's mailing addresses and phone numbers.

d. Identification Cards

Any cards issued by the Contractor to Members pursuant to this Agreement are for identification only. Possession of a Contractor identification card confers no rights to services or other benefits under this Agreement. To be entitled to such services or benefits the holder of the card must, in fact, be a Member. Any person receiving services or other benefits to which he or she is not entitled pursuant to the provisions of this Agreement is chargeable therefore at Non-Member Rates.

e. Right to Examine Records

The Contractor at reasonable times may examine Division's pertinent records with respect to eligibility and monthly payments under this Agreement, provided, however, that the provisions of Section 14(1) prevail.

f. Administration of Agreement

- (1) The Agreement shall be governed and construed in accordance with the laws of the State of Oregon. Contractor and Division, separately, jointly, or as appropriate, may adopt reasonable policies, procedures, rules and interpretations necessary to promote orderly and efficient administration of the Agreement in conformance with federal statutes, regulations, or grants, or state statutes or rules.
- (2) Division will administer this Agreement directly except for specific instances in which another entity has been authorized, by Division, to perform certain limited tasks. Authorizations under this Section are appended hereto and, by this reference incorporated into and made part of this Agreement. Division may add and delete authorized entities at any time provided, however, that Contractor must be given written notice in sufficient advance time as to enable Contractor to respond to the change. Division and Contractor agree that advance notice of one day shall be sufficient.

Division hereby appoints Portland Community College, hereafter called REEP, as an entity authorized to assign eligibility for assistance under the Refugee Early Employment Program (REEP)

and to enroll those individuals, who are qualified for care under this Agreement, into this Health Services Agreement.

g. Notices

Any notice under this Agreement shall be deemed given when delivered or two days after date mailed, postage prepaid (and by certified mail if specifically required by this Agreement), through the U.S. Postal Service, addressed as follows:

If to the Contractor:

To the address provided at execution.

If to a Member:

To the latest address provided for the Member on an address list enrollment or change of address forms actually delivered to the Contractor.

If to Division:

Administrator
Adult and Family Services Division
400 Public Service Building
Salem, OR 97310

h. Non Discrimination in Employment

(1) Discrimination Prohibited

During the performance of this Agreement the Contractor shall not unlawfully discriminate against any employee or applicant for

employment because of race, color, religion, sex, or national origin, creed, marital status, or the presence of any sensory, mental or physical handicap. The Contractor shall take affirmative action required by law to ensure that applicants are employed, and that employees are treated during employment, without discrimination because of their race, color, religion, sex, or national origin, creed, marital status, age, or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and programs for training, including apprenticeships.

(2) Non-compliance with Nondiscrimination Plan

In the event the Contractor fails or refuses to fully comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60) to the extent applicable to the Contractor, this Agreement may be rescinded, cancelled, or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with the Division. The Contractor shall, however, be given reasonable time in which to cure an issue of non-compliance.

i. Nondiscrimination in Client Services

The Contractor shall not, on the grounds of race, color, sex, religion, national origin, creed, marital status, age, physical handicap, health status, or need for health services:

- (1) Deny any individual any services or other benefits provided under this Agreement.
- (2) Provide any service(s) or other benefits to an individual which are different or are provided in a different manner, from those provided to others under this Agreement.
- (3) Subject an individual to segregation or separate treatment in any matter related to his or her receipt of any service(s) or other benefits provided under this Agreement.
- (4) Deny any individual an opportunity to participate in any program provided by this Agreement through the provision of services or otherwise or will afford him or her an opportunity to do so which is different from that afforded others under this Agreement. The Contractor, in determining (a) the types of services or other benefits to be provided, (b) the class of individuals to whom, or the situation in which, such services or other benefits will not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, color, sex, religion, national origin, creed, marital status, age, physical handicap, health status or need for health services, have the effect of defeating or substantially impairing accomplishment of the objectives of this Agreement in respect to individuals of a particular race, color, sex, religion, national origin, creed, marital status, age, or physical handicap, health status, or need for health services.

j. Complaints Alleging Discrimination

The Contractor agrees that all complaints alleging discrimination against the intended beneficiaries of funds monitored by the State because of race, color, sex, religion, national origin, creed, marital status, age, physical handicap, health status, or need for health services, will be handled through the Contractor's grievance process.

k. Assignment of Agreement or Claims

The Contractor shall not assign this Agreement, except as specifically provided for herein, nor any claims arising therefrom without prior written approval of the Division and subject to such conditions and provisions as the Division may deem necessary. No such approval by the Division of any assignment or claims shall be deemed in any manner to provide for the incurrence of any obligation by the Division in addition to the total agreed upon price.

l. Safeguarding of Member Information

Except as otherwise specifically provided for, and further subject to the requirements of 42 CFR Part 431, Subpart F, the use of or disclosure by any party of any patient identifying information concerning a Member for any purpose not directly connected with the administration of the Division's or the Contractor's responsibilities with respect to services provided under this Agreement is prohibited except on written consent of the recipient or client, his or her attorney, or, if appropriate, his or her legally responsible parent or guardian.

m. Right of Inspection

Division shall at all reasonable times be allowed to inspect or have inspected the premises of Contractor to assure medical care is able to be properly provided.

n. Risk Assumption

The Contractor assumes full Risk for providing the health services required under this Agreement. The Contractor may obtain reinsurance; however, the Contractor must retain, after reinsuring, at least 80% of the underwriting risk.

o. Contractor Not Employee of Division

The Contractor, its employees or agents performing under this Agreement are not employees or agents of the Division. The Contractor's employees, or agents will not hold themselves out nor claim to be officers or employees of the Division or of the State of Oregon by reason hereof and will not make any claim, demand, or application to or for any right or privilege applicable to an officer or employee.

p. Membership Grievance Procedure

(1) Filing a complaint

- (a) Oral Complaint. An oral complaint may be made to any Contractor employee or to any person who regularly provides health care services to Members. If the oral complaint is not satisfactorily resolved, the Member may file a written complaint, and all concerned must make this right known to Members; or,

(b) Written Complaint. A written complaint, to be filed, must be given or sent to the Contractor.

- (2) Action on Complaint. The Contractor shall acknowledge receipt, in writing, within 10 working days. The Contractor shall then determine the action required to resolve the complaint, including transmitting complaints requiring action by other persons in the Plan to such persons; and respond in writing to the Member within 30 days after receiving the written complaint. If additional time is needed, the Contractor notifies the Member orally or in writing within the 30-day period, stating the approximate number of days needed to respond.

The written response contains the resolution of the complaint, the basis for the resolution, and, in addition, notification that a Member who is not satisfied with the result may seek a review of the resolution of the complaint and that the Member may submit additional information.

- (3) Review. A request for a review must be filed in writing with the Contractor within sixty (60) days after receiving notice of the resolution.

If the request for review is timely filed, the Contractor reviews the complaint and the initial resolution and any additional information submitted by the Member, and notifies the Member of the decision within sixty (60) days. If the Contractor needs additional time to complete the review, the Member is notified orally or in writing within the 60-day period, stating the approximate number of days needed to respond.

To assure that problems in the operation of the Plan are brought to the attention of the Plan's management, and that the Grievance Procedure is operating efficiently, periodic reports of the Plan's grievance operation are to be made to the Division.

Should a Member not be satisfied with Contractor's final resolution of a complaint, he or she may request a Fair Hearing from the Division. Contractor will present its position at such Fair Hearing and implement the Fair Hearing decision of the Division. Implementation of a Fair Hearing decision shall not be the basis for Disenrollment of the Member by the Contractor.

- (4) The Contractor's grievance procedure and forms shall be provided to Division for the prior written approval of Division.
- (5) A copy of the Division approved grievance procedure shall be furnished each Member by the Contractor at no cost at the time of enrollment.

q. Fiscal Records; Controls; Reports and Monitoring Procedures

To the extent possible under its existing systems and procedures, the Contractor agrees to maintain books, records, documents, and other evidence and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. These records shall be available at all reasonable times for inspection, review, or audit by State personnel and other personnel duly authorized by the Division as well as by federal personnel. The Contractor agrees to collect

statistical data of a fiscal nature on a regular basis to the extent possible under its existing systems and procedures and to make fiscal statistical reports at times prescribed by, and on forms compatible with the data that the Contractor is able to provide. These shall include but not be limited to reports on savings occurring from the Capitation Payments over the Contractor's Fee-For-Service equivalents of services provided to Members. In addition, the Contractor shall provide right of access to its facilities, and its financial and medical records to representatives of the Division, and all duly authorized federal representatives at any reasonable time in order to monitor and evaluate cost, performance, compliance, quality, appropriateness, and timeliness of services performed under this Agreement. Inspection shall be restricted to those applicable medical records pertaining to medical services provided to a Member as well as those records pertinent to determining costs payable under this Agreement. Such records shall be maintained pursuant to 45 CFR Part 74 and, also, for at least a three-year period after final payment is made under this Agreement and all pending matters are closed. In addition, if an audit, litigation, or other action involving the records commences prior to the end of the three-year period, the records must be retained until all issues arising out of the action are resolved or until the end of the above period, whichever is later.

r. Rate Assurance

The Contractor assures the Division that the rates and provisions of this Agreement do not exceed fees charged to the general public.

s. Payment to Others

The Contractor shall make prompt payment of all in-area or out-of-area services which are required by the Agreement and rendered by providers with which the Contractor does not have arrangements and which are for referrals and Emergency Services. The Contractor agrees to provide a final statement of claims made against the Contractor by Members or medical providers, and stating the disposition of those claims.

t. Third-Party Resource Recovery

(1) Third-Party Resources

(a) Types of third-party resources include, but are not limited to, the following categories:

- (i) Private Hospital and Medical Insurance, including any Prepaid HMO's.
- (ii) Disability Compensation Insurance
- (iii) Worker's Compensation (Industrial Accident)
- (iv) CHAMPUS (Civilians Health and Medical Program of the Uniform Services)
- (v) Veterans Administration benefits
- (vi) Railroad Retirement
- (vii) Estates or Probate of Deceased Medical Assistance Recipients or Responsible Persons.

(viii) Absent Parents (Child Support Enforcement IV-D Program)

(ix) Liable Individuals

(x) School Injury Insurance

(xi) Motor Vehicle Accident Fund (MVAFF)

- (b) The Contractor shall be responsible for initiating notification to Division that a Member has secured third-party coverage, if and when known by Contractor. Division shall notify Contractor when through employment, a Member becomes covered by private hospital or medical insurance, including the name of the plans and membership number. Division will coordinate with the Contractor, upon Contractor request, in the securing of Member cooperation in third-party recovery.
- (c) The Contractor shall be responsible for initiating necessary action to effect third-party collections wherever it is determined that a third-party is liable for paying all or part of the medical cost of an injury, disease, disability or other condition of a Member and shall notify the Division within fifteen working days of when it is ascertained, of the name and address of any potential third-party who may be liable for the cost of care rendered to a Member. Division will coordinate with the Contractor, upon the Contractor's request, in securing Member cooperation in third party recovery. All third-party collections shall be the property of the Contractor.

(d) Identification of Third-Party Collections: Contractor shall be responsible for maintaining records in such a manner so as to assure that all monies collected from third-party resources may be identified on behalf of individual Members. The Contractor shall make these records available for audit and review at Division's request. The Contractor certifies that all third-party collections which are attributable to expenses paid by Contractor, will be identified and fully used as a source of revenue for rate-setting purposes.

(e) Worker's Compensation (Industrial Insurance):

Notwithstanding the fact that the Contractor excludes work-related injuries from coverage under this Agreement, all monies collected from injuries suffered by Members who are covered by Worker Compensation insurance shall be identified as third-party resources in that the cost of providing coverage for these services as well as the revenues generated are a consideration in rate setting.

(2) Subrogation Rights of Third-Party Liability "Injured person"

who under this section means the Member covered by this Agreement who sustains bodily injury. The Contractor's "medical expense" means the expense incurred by the Contractor for the care or treatment of the injury sustained computed at Non-Member Rates.

If a Member obtains or requires medical services under this Agreement as a result of an alleged act or omission by a third-party giving rise to a claim of legal liability against the

third-party, the Contractor shall have the right to seek recovery of its cost of providing benefits to the injured person from the third-party. The contractor shall be subrogated to and may enforce all rights of the injured person to the extent of its medical expense. The Contractor's right of subrogation shall be limited to the amount required to fully compensate it for the expense incurred. The Member retains the right to seek private redress for the Member's injuries.

The injured person, or the injured person's representative must cooperate with the Contractor to the extent required by Federal and State laws, in effecting collection from persons causing the injury.

If an injured party settles a claim without protecting the Contractor's interest, the injured party may be liable up to the full cost of providing service, but not in excess of the settlement.

When reasonable collection costs including legal fees have been incurred to recover both the injured person's damages and the Contractor's medical expense, whether incurred in an action for damages or otherwise, and where there is recovery, there shall be an equitable apportionment of such collection costs between the Contractor and the injured person or member.

u. Miscellaneous Federal Requirements

- (1) The Contractor shall comply with the applicable provisions of the Clean Air Act (Section 306, 42 U.S.C. 1857 (h)), Section 508 of

the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR Part 15), which prohibit the use of facilities included on the EPA List of Violating Facilities. Any violations shall be reported to the Department of Health and Human Services and to the USEPA Assistant Administrator for Enforcement (EN-329).

- (2) Performance under this Agreement by the Contractor shall be in accordance with applicable provisions of 42 CFR Subchapter C and 45 CFR Part 74.

v. Energy Efficiency

The Contractor shall comply with any applicable standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Title III, Part C, Public Law 94-165).

w. Abortions: Sterilizations: and Hysterectomies

- (1) Abortions: The only abortions which qualify for Federal Funds are those performed because the life of the mother is endangered. FFP qualification requires a certification by the physician to this effect in writing to the Medicaid Agency. This certification must contain the name and address of patient, and be dated prior to the time of service.

When abortions not meeting Federal requirements are provided to Members, the premium rate of the month in which the non-FFP eligible services were performed shall be identified as "Division

only" by the Contractor rather than State/Federal to ensure Federal nonparticipation in the cost of that service.

- (2) Sterilizations: Only those sterilizations meeting Federal requirements may be claimed under this Agreement. Federal requirements state an individual eligible for sterilization must be mentally competent, 21 years of age or older and the waiting period between consent and sterilization must be at least thirty (30) days, except in the case of premature delivery or emergency abdominal surgery that takes place at least seventy-two (72) hours after consent is obtained. The consent is effective for one hundred eighty (180) days from the date of signing the consent form.

Federal Financial Participation (FFP) may not be claimed for any expenditures involving sterilizations unless the State Medicaid agency, before making payment, obtained documentation (consent form) showing that the requirements were met.

- (3) Hysterectomies: Hysterectomies will be approved only for medical reasons unrelated to sterilization and the individual and her legal representative, if any, must be informed orally and in writing that the hysterectomy will render her permanently incapable of reproducing. However, an acknowledgement is not required if:

- (a) the patient is already sterile prior to the procedure; or
- (b) if the procedure was performed under a life-threatening emergent condition.

Hysterectomies performed under condition (a) require certification in writing by the physician that the person was already sterile as well as the cause of the sterility.

Hysterectomies performed under condition (b) require certification in writing by the physician describing the nature of the life-threatening emergency circumstances and the fact -- prior acknowledgment was not possible.

Federal Financial Participation (FFP) may not be claimed for any expenditures involving hysterectomies unless the State Medicaid agency, through its contractor, obtained documentation (consent form) showing that the requirements were met.

Any hysterectomy performed which does not meet the Federal requirements shall be factored out of the capitation rate.

x. Quality Assurance System

The Contractor shall provide for an internal quality assurance system that:

- (1) Collects and maintains medical record information on all Members.
- (2) Monitors for consistency with the utilization control requirements set forth in 42 CFR 456.
- (3) Provides for reviewing by appropriate health professionals, those procedures followed in providing health services.
- (4) Provides for a systematic data collection of performance and patient results.

(5) Provides for interpretation of data to the practitioners.

(6) Provides for making needed changes.

The Parties agree that the quality assurance system that is in operation by the Contractor is in compliance with the above standards.

y. Severability

If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

z. Successors in Interest

The provisions of this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto, and their representatives, successors and assigns.

aa. Litigation

In the event of a lawsuit by Division or the Contractor for a breach of or to enforce the provisions of this Agreement, the prevailing party may apply for and receive such sums as the court may adjudge for reasonable attorney fees and costs and disbursements incurred therein.

All litigation which involves Division shall be brought in the Circuit Court of the State of Oregon for Marion County.

bb. Waiver

The failure of either party to enforce any provision of this Agreement shall not constitute a waiver of that or any other provision.

cc. Risk Limitation

Upon written request, in advance of providing services, the Contactor may obtain a risk limitation on Members. Whenever costs in a contract period for any individual Member exceed the amount specified in the request, the Contractor will not be liable for that individual's care on a capitated basis. The Contractor shall, however, continue to provide care on a Fee-for-Service Basis at the rates and pursuant to the conditions stated in the Medical Provider Guides of Division.

If the Contractor selects a risk limitation, it applies to all of the Members, and will result in a reduction of the Capitation Fee rate.

Risk limitation coverage selected under this Agreement is at \$5,000 aggregate per person per enrollee year. At the Risk Limitation selected above, the Net Capitation Payment rate will be \$81.76, which is a reduction of \$2.00 per capita per month.

Claims submitted by Contractor for risk limitation coverage under this Agreement will be audited by the Division and the risk limitation sums calculated on the basis of rates and conditions specified in the Medical Provider Guides of the Division.

15. MERGER

This Agreement constitutes the entire Agreement between the Parties. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and approved as outlined in Section 5. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The Contractor, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE OR SHE HAS READ THE AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

16. SIGNATURES

MULTNOMAH COUNTY OF OREGON

STATE OF OREGON, ADULT AND FAMILY
SERVICES DIVISION

422 Public Service Building

Salem, OR 97310

By Dennis Buchanan

Dennis Buchanan

County Executive

By Keith Putman

Keith Putman

Administrator

Date 10-24-85

Date 10/31/85

Reviewed by IMS Manager

APPROVED AS TO FORM:

Michael P. Lane
for Norm Wisnet

JOHN B. LEAHY, County Counsel for

Reviewed by AFS Contracts Manager

Multnomah County, Oregon

By R. K. Keen

Deputy County Counsel

Reviewed by HSS Manager

Bryon Carpenter, RA

Reviewed by State Refugee Coordinator

Approved for Legal Sufficiency

James L. Lee
Assistant Attorney General



MULTNOMAH COUNTY OREGON

BOARD OF COUNTY COMMISSIONERS
ROOM 605, COUNTY COURTHOUSE
1021 S.W. FOURTH AVENUE
PORTLAND, OREGON 97204

GLADYS McCOY • Chair • 248-3308
PAULINE ANDERSON • District 1 • 248-5220
GRETCHEN KAFOURY • District 2 • 248-5219
CAROLINE MILLER • District 3 • 248-5217
POLLY CASTERLINE • District 4 • 248-5213
JANE MCGARVIN • Clerk • 248-3277

June 23, 1988

Mr. Duane Zussy, Director
Department of Human Services
426 SW Stark
Portland, OR

Dear Mr. Zussy:

Be it remembered, that at a meeting of the Board of County Commissioners held June 23, 1988, the following action was taken:

In the matter of the ratification of an inter-)
governmental revenue agreement with State Adult)
and Family Services whereby the termination date)
of the "Physician Care Organization Agreement")
(Medicaid Capitation) is extended from June 30,)
1988 to September 30, 1988 R-16)

Upon motion of Commissioner Anderson, duly seconded by Commissioner Kafoury, it is unanimously

ORDERED that said Intergovernmental Agreement be ratified.

Very truly yours,

BOARD OF COUNTY COMMISSIONERS

By Jane McGarvin
Jane McGarvin
Clerk of the Board

jm
cc: Budget
Finance
Purchasing
Harriet Weber
Health Services

DATE SUBMITTED _____

(For Clerk's Use)

Meeting Date

Agenda No.

6/23/88

R-16

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: Ratification of Intergovernmental Agreement

Informal Only* _____
(Date)

Formal Only _____
(Date)

DEPARTMENT OF HUMAN SERVICES/
DEPARTMENT OFFICE OF COUNTY CHAIR

DIVISION HEALTH

CONTACT SCOTT CLEMENT

TELEPHONE X3674

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD DUANE ZUSSY/SCOTT CLEMENT

BRIEF SUMMARY Should include other alternatives explored, if applicable, and clear statement of rationale for the action requested.

Ratification of amendment to Revenue Intergovernmental Agreement with the Adult & Family Services Division whereby the termination date of the "PHYSICIAN CARE ORGANIZATION AGREEMENT" (Medicaid Capitation) is extended from June 30, 1988 to September 30, 1988.

COPY OF ORIGINAL AMENDMENT IS WITH CLERK OF THE BOARD

(IF ADDITIONAL SPACE IS NEEDED, PLEASE USE REVERSE SIDE)

ACTION REQUESTED:

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☐ POLICY DIRECTION ☒ RATIFICATION

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA _____

IMPACT:

PERSONNEL

☐ FISCAL/BUDGETARY

☐ GENERAL FUND

OTHER Federal/State Revenues of \$320,679 for 3 months.

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER:

BUDGET / PERSONNEL: _____

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts)

OTHER _____

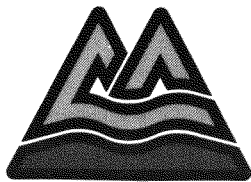
(Purchasing, Facilities Management, etc.)

NOTE: If requesting unanimous consent, state situation requiring emergency action on back.

1988 JUN 16 AM 8:12
CLERK OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON

Bladys McCoy
Duane Zussy (PC)

Armstrong/Br



MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES
HEALTH SERVICES DIVISION
426 S.W. STARK STREET, 7TH FLOOR
PORTLAND, OREGON 97204
(503) 248-3674

BOARD OF COUNTY COMMISSIONERS
GLADYS McCOY • CHAIR OF THE BOARD
PAULINE ANDERSON • DISTRICT 1 COMMISSIONER
GRETCHEN KAFOURY • DISTRICT 2 COMMISSIONER
CAROLINE MILLER • DISTRICT 3 COMMISSIONER
POLLY CASTERLINE • DISTRICT 4 COMMISSIONER

MEMORANDUM

TO: Gladys McCoy
County Chair

VIA: Duane Zussy, Director *Duane Zussy (pc)*
Department of Human Services

FROM: Billi Odegard, Director *for*
Health Division

DATE: June 8, 1987

SUBJECT: Amendment to Revenue Intergovernmental Agreement with
Adult and Family Services Division

Recommendation: The Health Division and the Department of Human Services recommend County Chair approval and County Board ratification of this Intergovernmental Agreement amendment with Adult and Family Services Division for the period July 1, 1988 to September 30, 1988.

Analysis: Through this Agreement, identified Physician Care Organization (PCO), AFS agrees to reimburse County on a per capita fee basis, and County agrees to provide the delivery of an agreed upon level of medical treatment services (not including inpatient hospital care), and referral services for an enrolled group of AFDC families in Multnomah County. This extension does not change the net capitation fee of \$28.95 per member per month. \$1,225,112 were budgeted for FY 87-88. \$1,245,530 in revenues were received as of June 7, 1988.

Background: This Agreement has been renewed annually since February, 1985.



MULTNOMAH COUNTY OREGON

CONTRACT APPROVAL FORM

(See instructions on reverse side)

DHS # 248

TYPE I

- ☐ Professional Services under \$10,000
☒ Revenue
☐ Grant Funding
☒ Intergovernmental Agreement

Amendment to above, Number _____
 (Original Contract Amount _____)

TYPE II

- ☐ Professional Services over \$10,000 (RFP, Exemption)
☐ PCRB Contract
☐ Maintenance Agreement
☐ Licensing Agreement

Amendment to above, Number _____
 (Original Contract Amount _____)

Contact Person SCOTT CLEMENT/JIM KENNEDY Phone 3056/3674 Date 10-16-87

Department HUMAN SERVICES Division HEALTH Bldg/Room 160/7

Description of Contract This PCO agreement increases the per capita rate from \$24.86 to \$29.19.

RFP/BID # _____ Date of RFP/BID _____ Date of Exemption _____

Reviewed For ☐ MBE ☐ FBE Participation Contractor is ☐ MBE ☐ FBE

Contractor Name ADULT & FAMILY SERVICES

Mailing Address 422 PUBLIC SERVICE BLDG

SALEM, OR 97310

Phone 378-5581

Employer ID# or SS# _____

Effective Date DECEMBER 1, 1987

Termination Date JUNE 30, 1988

Total Amount of Agreement \$ REQUIREMENTS

Payment Terms

- ☐ Lump Sum \$ _____
☐ Monthly \$ _____
☒ Other \$ \$29.19 PER MEMBER PER MONTH

☐ Requirements contract-requisition required
 Purchase Order No. _____

Required Signatures:

Department Head Deane Zussy (DC) Date 10/19/87

Purchasing Director _____ Date _____
 (Type II Contracts Only)

County Counsel Bonnie Brown Date 11/1/87

Budget Office Tom Bork Date 11/3/87

County Executive/Sheriff Shirley McCreary Date 11/17/87

TRANSACTION CODE	P.O.	AGENCY	PO DATE	m m d d y y	ACCOUNTING PERIOD	m m y y	BUDGET FY	y y	ACTION		
VENDOR CODE		VENDOR NAME			TOTAL AMOUNT		\$		<input type="checkbox"/> Original Entry (E) <input type="checkbox"/> Adjustment (M)		
LINE	CONTRACT NUMBER	FUND	AGENCY	ORGANIZATION	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	DESCRIPTION	AMOUNT	INC/DEC IND
	103488	156	010	0711	0852				2600 REV.SOURCE	\$ REQUIREMENTS	
				0712	0854					\$	
				0713	0860					\$	
				0714	0910					\$	
				0715	0911					\$	

WHITE - PURCHASING

CANARY - INITIATOR

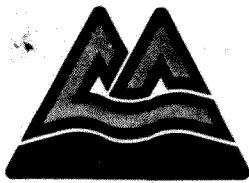
PINK - CLERK OF THE BOARD

GREEN - FINANCE

GOLDENROD - BUDGET

INSTRUCTIONS FOR COMPLETING CONTRACT APPROVAL FORM

1. **TYPE I, TYPE II** — Check off appropriate type of contract in one of the two boxes on top of form. Note: Type II contracts need to be routed through Purchasing Director, Type I does not. If Amendment, enter contract number of original agreement and original contract amount.
2. **CONTACT PERSON, PHONE** — Enter name and phone number of person initiating contract from responsible County department.
3. **DATE** — Enter date contract and Contract Approval Form submitted for approval and execution.
4. **DEPARTMENT, DIVISION, BLDG/ROOM** — List appropriate County department and division responsible and interoffice mail code.
5. **DESCRIPTION OF CONTRACT** — Summary of product purchased or services to be performed. Note if an amendment or extension.
6. **RFD/BID #** — Enter number if contract is result of RFP/Bid selection process.
7. **DATE OF RFP/BID** — Enter date of RFP/BID public opening.
8. **DATE OF EXEMPTION** — Enter date exemption from competitive bidding granted by BCC.
9. **REVIEWED FOR MINORITY/FEMALE BUSINESS** — Check appropriate box if County sought business from MBE or FBE firm(s).
10. **CONTRACTOR IS MBE OR FBE** — Check appropriate box if contractor is certified as an MBE or FBE.
11. **CONTRACTOR NAME, MAILING ADDRESS, PHONE** — Enter current information.
12. **EMPLOYER ID# OR SS#** — Enter employer ID# or social security number if Contractor is individual.
13. **EFFECTIVE DATE** — Date contract states to begin services.
14. **TERMINATION DATE** — Date contract states services terminated.
15. **TOTAL AMOUNT OF AGREEMENT** — Enter amount of agreement being submitted. If Amendment, enter amount of increase/decrease only.
16. **PAYMENT TERMS** — Designate payment terms by checking appropriate box and entering dollar amount.
17. **REQUIREMENTS CONTRACT — REQUISITION REQUIRED** — Check this box to note that a Purchase Order will be issued to trigger payment.
18. **PURCHASE ORDER NO.** — Enter number of Purchase Order to be issued. If number is not known, enter "P.O. will be issued."
19. **REQUIRED SIGNATURES** — To be completed as approved. Purchasing Director needs to sign for Type II contracts only.
20. **AGENCY** — Enter your Department's agency number.
21. **VENDOR NAME** — Enter Contractor name as entered above.
22. **TOTAL AMOUNT** — Enter total dollar amount of contract.
23. **CONTRACT NUMBER** — Purchasing will enter all new contract numbers. If contract extension or amendment, initiator should enter current contract number.
24. **ACCOUNT CODE STRUCTURE** — Enter Account Code structure for the type of agreement, i.e., expense or revenue.
25. **DESCRIPTION** — Optional.
26. **AMOUNT** — If total dollar amount is being split among different account numbers indicate dollar amounts here.



MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES
HEALTH SERVICES DIVISION
426 S.W. STARK STREET, 7TH FLOOR
PORTLAND, OREGON 97204
(503) 248-3674

BOARD OF COUNTY COMMISSIONERS
GLADYS MCCOY • CHAIR OF THE BOARD
PAULINE ANDERSON • DISTRICT 1 COMMISSIONER
GRETCHEN KAFOURY • DISTRICT 2 COMMISSIONER
CAROLINE MILLER • DISTRICT 3 COMMISSIONER
POLLY CASTERLINE • DISTRICT 4 COMMISSIONER

MEMORANDUM

TO: Gladys McCoy
Multnomah County Chair

VIA: Duane Zussy, Director
Department of Human Services

FROM: Billi Odegaard, Director
Health Services Division

DATE: October 16, 1987

SUBJECT: Revenue Contract Amendment with
State of Oregon Adult and Family Services (AFS)

Recommendation: County Chair execution and Board ratification of this
Intergovernmental Agreement amendment with AFS.

Analysis: This is a seven-month intergovernmental agreement. This was previously operating under a three-month extension waiting for a federal waiver of certain Medicaid requirements. Through this Physician Care Organization (PCO) agreement, AFS agrees to reimburse County on a per capita basis, and County agrees to provide the delivery of an agreed upon level of medical treatment services (not including inpatient hospital care), and referral services for an enrolled group of ADC recipients in Multnomah County.

Also attached is a request for waiver. Federal regulations state that Medicare and Medicaid clients must constitute less than 75 percent of County's total enrollment. The State/County PCO was established for the sole purpose of serving Medicaid clients. The State requests the feds for this waiver and the State is passing the request to all contractors.

Background: This program was mandated by the State Legislature and is a significant change in Medicaid reimbursement from a fee-for-service system to a per-member, per-month system and has been operational since ~~January~~ 1985.

[MW-1450K-p]

Handwritten:
JAN 17
FEBRUARY

DATE SUBMITTED _____

(For Clerk's Use)

Meeting Date _____

Agenda No. _____

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: RATIFICATION OF INTERGOVERNMENTAL AGREEMENT

Informal Only* _____
(Date)

Formal Only _____
(Date)

DEPARTMENT OF HUMAN SERVICES/
DEPARTMENT COUNTY CHAIR DIVISION HEALTH DIVISION

CONTACT SCOTT CLEMENT TELEPHONE X3056

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD _____

BRIEF SUMMARY Should include other alternatives explored, if applicable, and clear statement of rationale for the action requested.

Ratification of an Intergovernmental agreement with State Adult & Family Services Division whereby County agrees to continue to administer the "Physician Care Organization Agreement" and agrees to various amendments through June 30, 1988.

COPY OF CONTRACT IS AVAILABLE AT THE CLERK OF THE BOARD

(IF ADDITIONAL SPACE IS NEEDED, PLEASE USE REVERSE SIDE)

ACTION REQUESTED:

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☐ POLICY DIRECTION ☒ RATIFICATION

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA _____

IMPACT:

PERSONNEL

☐ FISCAL/BUDGETARY

☐ GENERAL FUND

OTHER _____

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: _____

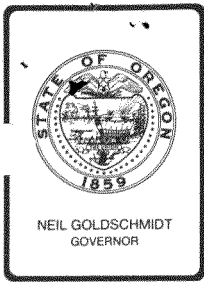
BUDGET / PERSONNEL: _____ / _____

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) _____

OTHER _____

(Purchasing, Facilities Management, etc.)

NOTE: If requesting unanimous consent, state situation requiring emergency action on back.



Department of Human Resources
ADULT AND FAMILY SERVICES DIVISION

PUBLIC SERVICE BUILDING, SALEM, OREGON 97310

October 9, 1987

Scott Clement
Multicare PCO
Multnomah County
P.O. Box 40046
Portland, OR 97240

Dear Scott:

Enclosed is the December 1, 1987 through June 30, 1988 PCO contract. Please return the signed contract to me by November 16, 1987.

If you have any questions or concerns about the contract, please call me at 378-5581. Thanks.

Sincerely,

Lynn Read, HMO/PCO Manager
Health Program and Policy Unit
Health Services Section

LR:sp
4790L

Enclosure

Scott -

Please sign the enclosed waiver request also. Thanks.

8-20009-1

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PHYSICIAN CARE ORGANIZATION AGREEMENT

1. INTRODUCTION:

This Agreement, is hereby entered into between Multnomah County Department of Human Resources of Oregon, hereinafter called "Contractor", and the State of Oregon, by and through its Adult and Family Services Division, hereinafter called "Division".

2. STATUS OF CONTRACTOR: Health Care Service Contractor.

3. CONSIDERATION:

Contractor, in consideration of the Capitation Fees to be paid to Contractor by Division on behalf of Members, agrees to provide necessary services and other benefits, as specified under Section 11 SERVICES AND BENEFITS, for eligible persons enrolled hereunder, in accordance with the terms, conditions, limitations and exclusions of this Agreement. The amount payable per Member per month as the Capitation Fee is \$29.19. Risk limitation coverage selected by Contractor under this Agreement is at \$3,000.00 per Member per 12 month period. At this risk limitation, the Net Capitation Fee will be \$28.95 which is a reduction of \$0.24 per capita per month.

4. TERM AND APPROVAL:

This Agreement is not effective until approved in writing for legal sufficiency by the Oregon Department of Justice and agreed to by the parties. Upon approval of the above, as evidenced by the signature of an authorized representative, the term of this Agreement will be from December 1, 1987 through June 30, 1988.

This Agreement may be renewed on a yearly basis provided that renewal terms shall be prepared in writing at least 60 days prior to the date of expiration. In order for renewal to be effective, the renewal agreement must be approved in writing for legal sufficiency by the Oregon Department of Justice and be agreed to by the parties in writing.

5. AMENDMENTS:

a. Amendments Generally

The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument which must receive written approval for legal sufficiency by

the Oregon Department of Justice and be signed by the parties.

b. Deletion of "Optional" Covered Services

In addition to those mandatory services specified in Section 11 SERVICES AND BENEFITS subparagraphs a. through g., Contractor has agreed to provide, in accordance with the provisions of that section, the following "optional" services: Pharmaceutical and Dental. If Contractor wishes to amend this Agreement to delete any or all "optional" services from coverage under this Agreement, Contractor shall give no less than 60 days written notice to Division.

6. DEFINITIONS:

As used in this Agreement, unless otherwise expressly provided or the context otherwise requires, the following definitions of terms shall govern the construction of this Agreement.

- a. Allowable Costs: Those reasonable and necessary costs incurred by Contractor and approved by Division and the Department of Health and Human Services.
- b. Assistance Unit: An Assistance Unit consists of the person or persons in a household whose needs are included in one Aid to Families with Dependent Children (ADC) assistance grant.
- c. Benefit Month: The month for which Division owes or has paid the Capitation Fee for a Member.
- d. Capitation Fee: The amount to be paid monthly by Division to Contractor for each enrolled Member.
- e. Contractor: A qualified Physician Care Organization which contracts with Division to provide covered services to an enrolled population on a prepaid capitated basis.
- f. Disenrollment: The final deletion of any Member from the approved list of Members furnished by Division to Contractor.
- g. Eligible Recipient: Any person eligible as an Aid to Families with Dependent Children (ADC) recipient in accordance with Federal and Oregon laws and residing in the Service Area.

- h. **Emergency Services:** Medical Services provided after the sudden and unforeseen onset of a medical condition manifesting itself by acute symptoms of sufficient severity, including severe pain, that the absence of immediate medical attention could reasonably be expected to result in:
- (1) Placing the patient's health in serious jeopardy;
or
 - (2) Serious impairment to bodily functions; or
 - (3) Serious dysfunction of any bodily organ or part.
- i. **Enrollee Listing:** A provisional listing of Members who have been enrolled with Contractor by Division.
- j. **Enrollment:** The Head of Household's signing of an enrollment form on behalf of Eligible Recipients included in the Assistance Unit and Division's verification of the eligibility of those individuals or Division action under the provisions of Section 8 ENROLLMENT, DISENROLLMENT, COVERAGE, AND ELIGIBILITY subparagraph a. (5).
- k. **Fair Hearing:** The procedure by which a Member may appeal a Division decision or Contractor action under this Agreement.
- l. **Fee For Service Basis:** Refers to payments made or owed by Division for Medical Services provided to eligible Medicaid recipients which are not covered under the Agreement. Billing and payment are made pursuant to applicable statutes and the rules and regulations contained in Division's Medical Provider Guides.
- m. **Head of Household:** The person whose name appears as the case name for an Assistance Unit containing Eligible Recipients.
- n. **Long Term Care Services:** Nursing services provided in a facility which is licensed by the relevant State Licensing Authority to provide nursing care services and certified by that authority as a Skilled Nursing Facility or Intermediate Care Facility under Title XIX of the Social Security Act.
- o. **Marketing:** Any procedure or materials used to induce Eligible Recipients to enroll.
- p. **Medical Care Identification Card:** The card issued by Division upon determination of a recipient's eligibility for Medicaid services. Division will issue such a card noted for Contractor coverage to each

enrolled eligible Assistance Unit in accordance with the provisions of Section 8 ENROLLMENT, DISENROLLMENT, COVERAGE, AND ELIGIBILITY subparagraph e.

- q. Medical Services: Except as expressly limited or excluded by this Agreement, those medically necessary professional services of physicians and surgeons, nurse practitioners, other health professionals, and paramedical personnel, including medical, diagnostic, therapeutic and preventive services, as specified in Division's guides for Medical-Surgical Services and Hospital Services, which are (1) generally and customarily provided in the Service Area, and (2) performed, prescribed or directed by a Primary Care Physician.
- r. Medicare: The Federal Health Insurance for the Aged and Disabled Act.
- s. Medichex: Medicaid's Early and Periodic Screening, Diagnosis and Treatment (EPSDT) program which covers all Aid to Families with Dependent Children (ADC) individuals under 21 years of age.
- t. Member: Any Eligible Recipient, as determined by Division, whose coverage under this Agreement has begun and remains in effect.
- u. Net Capitation Fee: The Capitation Fee net of all offsets, if any, requested by Contractor.
- v. Non-Member Rates: The charges set forth in the applicable schedule of charges maintained by Contractor for services provided to patients who are not Members.
- w. Physician: Any physician associated with or engaged by Contractor who has a degree of Doctor of Medicine or Doctor of Osteopathy and who is licensed in Oregon to practice medicine.
- x. Physician Care Organization (PCO): A business enterprise, staffed and organized in compliance with Division standards, which contracts with Division to provide the delivery of an agreed upon set of Medical Services and referral services for an enrolled group of Aid to Families with Dependent Children (ADC) recipients in a defined geographic area at a fixed periodic rate paid per Member.
- y. Primary Care Physician: A Physician who has the responsibility for supervising, coordinating, and providing initial and primary care to patients,

initiating referrals for specialist care, and maintaining the continuity of patient care. A Primary Care Physician shall be either a Physician who has limited his or her practice of medicine to general practice or who is a board-certified or board-eligible internist, pediatrician, obstetrician/gynecologist or family practitioner.

- z. Provider Appeal: Process, as defined in Oregon Administrative Rules 461-13-191 through 461-13-225, by which Contractor may appeal Division action under this Agreement. Decisions rendered under this process are subject to judicial review under ORS 183.484.
- aa. Remittance Advice: A listing of Members for which a Capitation Fee has been paid for the current Benefit Month.
- bb. Risk: The degree of probability that the sum of Capitation Fees and Third Party Resources will not equal Allowable Costs.
- cc. Service Area: The county of Multnomah.
- dd. Subcontract: An agreement entered into by Contractor with any of the following:
 - (1) An independent and separately established provider of health care services who agrees to furnish such services to Members.
 - (2) A Marketing organization.
 - (3) Any other organization or person who agrees to perform any administrative function or other service for the operation of the PCO specifically related to securing or fulfilling its contractual obligation with Division.
- ee. Third Party Resource: Any individual, other entity, or program that is or may be liable to pay all or part of the medical cost of injury, disease, or disability of a Member.

7. HEADINGS/ORDER OF PRECEDENCE:

The headings used in this Agreement are for reference and convenience only, and in no way define, limit, or describe the scope or intent of any provisions or sections of this Agreement. In the interpretation of this Agreement and the various exhibits and incorporated documents, the various terms and conditions shall be construed as much as possible

to be complementary. In the event that such interpretation is not possible, the following order of precedence shall apply:

- a. Federal statutes and regulations concerning the provisions of Title XIX of the Social Security Act.
- b. State of Oregon statutes and Administrative Rules concerning the operation of the Division's Medical Assistance Program.
- c. State of Oregon statutes and Administrative Rules concerning the operation of Physician Care Organizations.
- d. The terms of any exhibits or attachments to this Agreement.

8. ENROLLMENT, DISENROLLMENT, COVERAGE, AND ELIGIBILITY:

a. Enrollment

Eligible Recipients, who are certified as eligible for participation by Division, may enroll and reenroll under the following conditions:

- (1) Enrollment Procedures. The Head of Household may enroll all Eligible Recipients within the Assistance Unit by submitting an enrollment form to Division.

Any person who thereafter attains eligibility to join the Assistance Unit, such as a new spouse, newborn child, or adopted child, shall be enrolled by the Head of Household submitting an enrollment form to Division. An eligible newborn child of a Member shall automatically be eligible and an eligible adopted child is eligible from the date placed in custody of the adoptive parents. The Head of Household shall promptly submit an enrollment form for such newborn or adopted child and Division shall include such newborn or adopted child on the first available Enrollee Listing delivered to Contractor.

- (2) Open Enrollment Period. Subject to the provisions of subparagraph a.(3) of this section, Eligible Recipients shall be accepted by Contractor at all times during the term of this Agreement.

- (3) Acceptance of Applicants. Total Member enrollment under this Agreement cannot exceed 6,000 persons. Until this limit is met and unless otherwise specifically authorized in writing by the Health Care Financing Administration Regional Administrator, all Eligible Recipients shall be accepted by Contractor without restriction and in order by date of application.

42 CFR 434.26(a) requires that Medicare beneficiaries and Medicaid recipients constitute less than 75% of Contractor's total enrollment. 42 CFR 434.26(b)(3) allows Division to waive this requirement if Contractor requests waiver and shows good cause. Upon receipt of such a request, Division may, in its sole discretion, grant a waiver.

- (4) Dual Coverage. Eligible Recipients may not be enrolled with Contractor if they have insurance coverage for services provided under this Agreement.
- (5) Division Enrollee. Division shall enroll all Eligible Recipients within an Assistance Unit for whom the Head of Household has failed or refused to execute an enrollment form. Enrollment under this provision shall be on a rotating basis with each PCO receiving such persons as the PCO's turn on the roster occurs.

b. Disenrollment and Reenrollment Rights

- (1) Disenrollment. The Head of Household may disenroll Members within the Assistance Unit once within 6 months of the Assistance Unit's initial participation in the PCO program. Thereafter, the Head of Household may disenroll Members within the Assistance Unit only at Division's periodic eligibility redetermination of the Assistance Unit or when determined appropriate by Division. The effective date of disenrollment shall be, when practicable under Division's operation standards, the first day of the month after the month in which the Head of Household requests Disenrollment.
- (2) Reenrollment. The Head of Household may reenroll former Members within the Assistance Unit only at Division's periodic eligibility redetermination of the Assistance Unit or when determined appropriate by Division.

c. Disenrollment

Disenrollment of specific Members shall be handled as follows:

- (1) Contractor Requests Disenrollment. All requests by Contractor for Disenrollment of specific Members must be promptly submitted, in writing, to Division for Division's prior approval. A copy of such request must also be furnished to the Member. Division will not unreasonably withhold its approval to those requests for Disenrollment meeting the conditions of this Agreement.
- (2) Adverse Change in Member's Health. Contractor may not terminate or request termination of any Member's enrollment because of an adverse change in that Member's health.
- (3) Conditions and Effective Dates of Disenrollment. Upon Disenrollment of specific Members, Division shall have no financial obligation to Contractor for Capitation Fees except for those Capitation Fees due and payable to Contractor on the effective date of Disenrollment. The conditions and effective dates for Disenrollment of specific Members are as follows:
 - (A) The Member refuses to accept treatment in accordance with Section 12 EXCLUSIONS AND LIMITATIONS, subparagraph b.(3) and has been reassigned at least 2 times. In such instances, if practicable under Division's operating standards, the Member will be disenrolled effective the first day of the month following the month in which Contractor requested Disenrollment.
 - (B) The Member is no longer an Eligible Recipient. Except when the Member dies, the effective date is the earlier of the date Contractor receives written notice from Division or the first day of the month following the month in which the Member ceased to be an Eligible Recipient. If the Member dies, the effective date is the date of death. When a Member moves out of the Service Area and Division is able to verify the date of the move, at Division's discretion, an exception may be made to operation of this rule. If Division deems it

appropriate, Division may recoup any portion of the Capitation Fee paid to Contractor on behalf of the Member which is for the period of time following the move. In such instances, Contractor shall have no responsibility under the terms of this Agreement for costs incurred by the Member after the date of the move.

- (C) The Member is given active eligibility status, by Division, as a crippled child. For these purposes, "crippled child" shall mean any individual under 21 years of age who has a medically determined congenital or acquired condition which if left untreated could be expected to result in a permanent disability, and has been accepted for treatment by the Crippled Children's Division, Shriner's Hospital or a similar institution, or meets the disability criteria for Supplemental Security Income (SSI). In such instances, the Member shall be disenrolled effective the date Division is notified of the Member's active eligibility status as a crippled child.
 - (D) The member is admitted to a long-term-care facility. A Member admitted to a long-term-care facility shall be disenrolled on the day on which admission occurs.
 - (E) The Member secures other third party coverage. The Member shall be disenrolled on the first day of the month after the month in which Division is notified the Member has secured other third party coverage.
 - (F) If any Member permits the use of his or her Medical Care Identification Card by another person, or uses another person's card, Contractor may request disenrollment of that Member by Division. Contractor shall promptly notify Division and Member, in writing, of the alleged misuse and proposed termination action.
 - (G) The Member institutes Disenrollment. The effective date is as stated in subparagraph b.(1) of this section.
- (4) Settlement of Account. If the rights of a Member hereunder are terminated, prepayments received on

account of the terminated Member or Members applicable to periods after the effective date of Disenrollment, plus amounts due on claims, if any, less any amount due to Contractor, are to be refunded to Division within 30 days.

d. Effective Date of Coverage

Coverage for every enrolled Eligible Recipient except a newborn or adopted child is normally effective on the first day of the month following the application date on the enrollment form. An eligible newborn child is covered from birth and an eligible adopted child is covered from the date placed in the custody of the adoptive parents.

e. Eligibility

Division will mail an Enrollee Listing to Contractor on or about the fifth day of each month. On or about the first day of each month, Division will issue to each enrolled Assistance Unit a Medical Care Identification Card noted for Contractor coverage. This card will list all Members for whom Capitation Fees are to be received and coverage is to be provided, will distinguish the named Members from other ADC recipients and will provide an instruction to use Contractor's after hours services within the Service Area as provided in Section 11 SERVICES AND BENEFITS. Contractor is not obligated to provide services under this Agreement to any person not listed on the Enrollee Listing, except Members' newborn or adopted children, or to any person not presenting a valid Medical Care Identification Card. A grace period of 10 days must be observed by Contractor for production by Division of the Enrollee Listing and Medical Care Identification Cards. At any time during this grace period the Enrollee Listing and Medical Care Identification Cards may be provided to Contractor without loss of benefit hereunder.

9. RELATIONS AMONG PARTIES AFFECTED BY AGREEMENT:

Notwithstanding any provisions under which Division agrees to accept liability, including the indemnification of Contractor or others, the liability of Division, for all events arising under this Agreement other than for the Capitation Fees under Section 3, is limited by Article XI, Section 7, of the Oregon Constitution and the Oregon Tort Claims Act. Liability of Contractor is limited to the sums and limitations stated in Article XI, Section 11, of the Oregon Constitution and the Oregon Tort Claims Act.

a. Responsibility for Performance

Contractor, in performing its duties to provide or arrange for the provision of services and goods pursuant to this Agreement, may employ physicians, nurses, technicians, hospitals, laboratories, or other personnel and facilities as it deems appropriate and in a manner it deems appropriate. Subject to the provisions of Section 14 MISCELLANEOUS PROVISIONS subparagraph g., Contractor may also obtain performance of its contractual responsibilities through the use of subcontracts. Any such employment or use of such subcontracts shall not act to relieve Contractor of any of its responsibility for the timely and effective performance of its duties and responsibilities under this Agreement.

b. Insurance and Indemnification

- (1) Subject to the opening provision of this Section, Contractor agrees to indemnify, defend and hold harmless Division and its officers and employees against any actions, suits or judgments arising from obligations under this Agreement for which Contractor is responsible.
- (2) Subject to the opening provision of this Section, Division agrees to indemnify, defend and hold harmless Contractor and its partners, officers and employees against any actions, suits or judgments for any liability for damages to life or property for which Division is responsible.

c. Division and Members Not Agent or Representative of Contractor

Neither Division nor any Member is the agent or representative of Contractor and neither is liable for any acts or omissions of Contractor, its agents or employees, or any Physician, or any other person or organization with which Contractor has made or hereafter makes arrangements for performance of services or provision of goods under this Agreement.

d. Contractor Not Employee, Officer or Agent of Division

Contractor and its employees and agents are performing the contracted duties under this Agreement as independent contractors and not as employees or agents of Division. Neither Contractor nor any of Contractor's employees or agents shall hold themselves out or claim to be an officer, employee or agent of the

State of Oregon, nor shall they make any claim, demand, or application to or for any right or privilege applicable to an officer, agent or employee of the State.

e. Choice of Health Professional

To the extent possible and appropriate, each Member shall be allowed to choose a Primary Care Physician based on his or her selection.

10. RATES AND FEES:

a. Capitation Fees

The Capitation Fee has been established so as to not exceed Division's budgeted level in Contractor's Service Area per eligible ADC recipient not enrolled with Contractor for the same array of Medical Services covered under this Agreement. The Capitation Fee rate will be adjusted, when appropriate, to allow for Capitation Fee increases or decreases resulting from Division's annual Consumer Price Index adjustments. Notwithstanding any other provision of this Agreement, the amount payable as the Capitation Fee shall not exceed the limits established by 42 CFR 447.361.

The actuarial basis for computation of the Capitation Fee rate is as follows: Area-specific and statewide Fee For Service costs are determined for a common time period for the services and Medicaid recipients to be covered under the PCO contract. Area-specific costs for each covered service category are then divided by the comparable statewide costs to determine a ratio by service category. This ratio is then multiplied by the statewide budgeted Fee For Service amounts for individuals to be covered by the PCO for each covered service category. The "area specific" budgeted Fee For Service amounts for each category of service are then added together to determine the total budgeted amount for the services to be provided to the enrolled recipients in the PCO contract Service Area.

Division shall remit to the Contractor on behalf of each Member the amount specified in Section 3 CONSIDERATION of this Agreement for each month on or before the tenth day of the Benefit Month. A Remittance Advice shall accompany this payment. A grace period of 10 days must be observed by Contractor during which the amounts specified in Section 3 CONSIDERATION may be paid without loss of benefits hereunder. Only Members for whom the stipulated fee is

received by or owed to Contractor, as evidenced by the Remittance Advice, are entitled to Medical Services hereunder and then only for the period for which such fee is received. Division may remedy inadvertent error by prompt correct remittance.

A prorated Capitation Fee will be paid by Division for all eligible newborns for the month of birth, and for all eligible adopted children for the month in which they were placed in custody of the adoptive parents. The prorated Capitation Fee will be computed by dividing a full month's Capitation Fee by the number of days in the month and multiplying by the number of days that the newborn or adopted child was eligible.

Capitation Fee rates under this Agreement may not be renegotiated and amended more often than annually for Eligible Recipients unless the renegotiation is necessitated by changes in Federal or Oregon laws.

b. Adjustments

Monthly fees which were not paid and which should have been paid by Division to Contractor will be billed by Contractor to Division for immediate payment. However, failure to so bill shall not relieve Division of its payment obligation.

Except as otherwise expressly noted in this Section, Division assumes no liability for Capitation Fees for persons not listed on the Remittance Advice or appropriate adjustment reports received in a timely fashion.

Excepting inadvertent omission or error and subject to the Administrative Rules for the Oregon Medical Assistance Programs, Division will assume financial liability on a Fee For Service Basis for Medical Services provided to eligible Division clients who are not eligible for participation in the PCO or are in the process of enrolling in the PCO and for whom the enrollment process will take place after provision of services. Billing and payment shall be pursuant to and under the rules and regulations contained in the several Medical Provider Guides of Division.

c. Other Charges

There will be no charges to Members for covered services under this Agreement. Members must pay or arrange for payment of charges for services not covered under this Agreement.

d. Medicare Payments

Payments required hereunder are established on the assumption that Medicare payment for services provided to Members hereunder will be received by Contractor or the provider of services entitled thereto. Therefore, all sums payable on behalf of Members under Medicare for services provided pursuant to this Agreement are payable to and retained by either Contractor or the provider of services entitled thereto. Each Member entitled to any Medicare benefits shall complete and submit to Contractor all consents, releases, assignments and other documents reasonably requested by Contractor in order to obtain or assure such payment.

11. SERVICES AND BENEFITS:

Subject to all terms, conditions, limitations and exclusions in this Agreement, Members are entitled to the physician services and other Medical Services, pathology services and radiology services set forth in this section. Benefits hereunder include and are not in addition to Medicare benefits. These services are available only if and to the extent that they are provided, prescribed or directed by the Member's Primary Care Physician, and unless otherwise specifically provided, received at any authorized and qualified facility. All Emergency Services shall be available 24 hours a day, 7 days a week, for all days of the year. All other services shall be available during regular business hours and without undue delay.

a. Physician Services and Other Medical Services in Hospitals and Medical Offices

Except for physician services and other Medical Services specifically described in other subparagraphs of this section, physician services and other Medical Services are provided for all Members covered by the Capitation Fee as follows:

- (1) Care While Hospitalized. During hospitalizations all prescribed physician services and other Medical Services, including surgical procedures, anesthesia and consultation with and treatment by specialists.
- (2) Care in Medical Office or Emergency Departments
 - (A) Diagnosis and Treatment. Prescribed physician services and other Medical Services, including surgical procedures, and

consultation with and treatment by specialists.

- (B) Preventive Services. Prescribed physician services and other Medical Services for health maintenance, including physical checkups and health education, and other preventive physician services and Medical Services.
- (C) Medical Supplies. Prescribed medical supplies, including but not limited to casting materials, provided in medical offices and clinics.

b. Radiology and Pathology

All outpatient prescribed X-rays and laboratory tests, services, and materials, including diagnostic and therapeutic X-rays and diagnostic clinical isotope services, electrocardiograms, and electroencephalograms are provided to all Members under the Capitation Fee.

c. Medical Case Management

Medical case management is defined as arranging for and assuring the continuity and coordination of each Member's total care needs. Any referral for non-capitated services other than hospitalization or Emergency Services must be pursuant to Division's prior authorization requirements which are in effect for Fee For Service providers.

The following functions are included under medical case management:

- (1) Appropriate referral of Members needing specialty health care services.
- (2) Documentation of referral services in Member's medical record.
- (3) Monitoring of Members with ongoing medical conditions by utilizing the Member's medical treatment plan.
- (4) Documentation in medical records of Member's known emergency encounters including appropriate medically indicated follow-up.
- (5) Referrals as appropriate for the following services, coordinated with discharge planning

(hospital or institutional) if applicable: hospitalization, physical therapy, inhalation therapy, occupational therapy, speech therapy, audiology, pharmaceutical services, chiropractic and naturopathic services, podiatrist services, private duty nursing, durable medical equipment and supplies, renal dialysis, and organ transplants.

d. Early and Periodic Screening, Diagnosis and Treatment

Contractor will provide health screening on a regularly scheduled basis for any Member under 21 years of age. Screening, diagnosis and treatment will be carried out as provided in the Division's guide for Medical-Surgical Services or on a Contractor schedule prior approved by Division. A record will be annotated in the Member medical record. Screening will consist of at least: health and developmental history; unclothed physical exam; developmental assessment; immunizations appropriate for age and health history; assessment of nutritional status; vision testing; hearing testing; laboratory procedures appropriate for age and population groups; and for children 3 years of age and over, referral to a dentist for diagnosis and treatment.

e. Immunizations

Immunizations are provided against diphtheria, pertussis, tetanus, polio, measles (rubeola), mumps, rubella (German measles), or in conjunction with exposure to or affliction with specific conditions. Such conditions include rabies, influenza, pneumococcal pneumonia, hepatitis, botulism, and snake bite. Unexpected mass immunizations are not covered.

f. Payment in Lieu of Service Benefits

If, in the professional judgment of the Physician, a Member requires Medical Services covered by this Agreement which require skills not available within the PCO and the Physician determines that it would be in the best interests of the Member to obtain care from another source, then, upon referral by the Physician, Contractor shall make payment for prescribed services within the coverage of this Agreement. No payment is required, however, to the extent that the services are paid for or provided without charge by any public or publicly supported agency or institution other than Division.

g. Emergency Services Received from Providers not Contracting with Contractor

(1) Emergency Services. This Section defines and limits Contractor's obligation to pay for Emergency Services that a Member receives from a provider not contracting with Contractor. This obligation includes payment for all services contracted for under Section 11 SERVICES AND BENEFITS. The amount otherwise payable is reduced by all amounts paid or payable, or which in the absence of this Agreement would be payable, for the Emergency Services in question, under any group insurance policy or contract, or any other governmental program except Medicaid. Reimbursement for Emergency Services required because of an alleged act or omission of a third party or covered under medical payment provisions of "no fault" motor vehicle liability insurance is subject to the conditions stated in Section 14 MISCELLANEOUS PROVISIONS subparagraph w. of this Agreement.

(A) Within the Service Area. Subject to the foregoing limitations, Contractor shall pay reasonable charges for Emergency Services received within the Service Area from providers not contracting with Contractor if receipt of the Emergency Services from Contractor would have entailed a delay resulting in risk of death, serious disability or serious adverse medical consequences. Contractor may challenge the need for the Emergency Services so provided and deny payment for such services. Providers of Emergency Services whose charges are denied by Contractor may challenge the denial through the administrative appeal process as defined in Oregon Administrative Rules 461-13-191 through 461-13-225.

(B) Outside the Service Area. Subject to the foregoing limitations, if a Member is injured or becomes ill while outside the Service Area, Contractor will pay reasonable charges for Emergency Services received outside the Service Area if receipt of the Emergency Services from Contractor would have entailed a delay resulting in risk of death, serious disability or serious adverse medical consequences. Covered benefits include Emergency Services for unexpected premature

delivery but not for normal delivery unless Division determines that the Member was outside the Service Area because of circumstances beyond the Member's control. Contractor may challenge the need for the Emergency Services so provided and deny payment for such services. Providers of Emergency Services whose charges are denied by Contractor may challenge the denial through the administrative appeal process as defined in Oregon Administrative Rules 461-13-191 through 461-13-225.

- (2) Continuing or Follow-up Treatment. Except as specified below, continuing or follow-up treatment is not covered. Payment is limited to Emergency Services required before the Member can, without medically harmful consequences, be transported into the Service Area.
- (3) Notification and Claims. Contractor has no obligation to pay for Emergency Services under this Agreement unless the provider of service submits a bill to Contractor within 12 months of the date service was provided.
- (4) Releases and Assignments. Each Member claiming reimbursement hereunder shall complete and submit to Contractor such consents, releases, assignments and other documents as Contractor may reasonably request for the purpose of complying with this subparagraph.
- (5) Right of Recovery. Any overpayment hereunder may be recovered by Contractor from any person to whom the payment was made, or from any insurance company or organization which is obligated to pay for the Emergency Services.

h. Pharmaceutical Services

Pharmaceutical services included as part of this Agreement shall be provided pursuant to the terms and conditions set forth in the Division's guide for Pharmaceutical Services. This guide is, by this reference, incorporated into and made part of this Agreement. Each subsequently published guide, including guide revisions and replacement parts, shall be construed as replacing and supplanting all earlier guides. Such guides and revisions shall be used to determine the pharmaceutical services, terms, and

conditions to be complied with at the time any service is provided.

i. Dental Services

Dental/denturist services provided to Members as outlined in Division's guide for Dental/Denturist Services.

12. EXCLUSIONS AND LIMITATIONS:

a. Exclusions

The following services and supplies are not within the prepaid coverage of this Agreement:

- (1) Employer or Governmental Responsibility: Services for any illness, injury, or condition for which, or as a result of which, a payment or other benefit, including amounts received in settlement of claims therefore, are provided or are required to be provided to a Member either: pursuant to any federal, state, county or municipal workers' compensation or employer's liability law or other legislation of similar purpose or import; or with the exception of Medicaid benefits, from any federal, state, county, municipal or other governmental agency.

If there is reasonable doubt whether such services are available or are required to be provided to a Member and if that Member diligently seeks to establish his or her right to such services, then services which would otherwise be provided to that Member under this Agreement shall be provided. The value of such services, priced at Contractor's Non-Member Rates, is recoverable by Contractor or its nominee from any person, organization or agency providing such service or from whom such services are due or from that Member to the extent that monetary services are provided or payable or would have been received if that Member had diligently sought to establish his or her rights to such services.

- (2) Certain Reconstructive Surgery: Reconstructive surgery or treatment, including complications resulting thereof, except for repair of accidental injury occurring while the Member is enrolled.
- (3) Certain Physical Examinations: Physical examination required for school, athletics or for

obtaining or continuing employment, insurance or governmental licensing.

- (4) Experimental Procedures and Procedures Not Generally Accepted by the Health Care Professional's Peer Group: Any procedure, test, therapy or surgery which is experimental, investigational or not generally accepted by the health care professional's peer group.
- (5) Acupuncture: All acupuncture procedures.
- (6) Reversal of Voluntary Infertility: Services to reverse voluntary, surgically induced infertility.
- (7) Corrective Appliances and Artificial Aids: Artificial aids and corrective appliances, such as braces, prosthetic devices and hearing aids, except that Contractor shall provide the services necessary to determine the need therefore and attempt to make arrangements whereby they may be obtained.
- (8) Alcoholism, Drug Abuse and Addiction: Counseling services for alcoholism, drug abuse and addiction. Acute drug and alcohol detoxification is excluded from coverage under this Agreement.
- (9) Psychiatric Conditions: Mental health counseling and related somatic services for insanity, mental illness or disorder, or drug induced mental condition.
- (10) Procedures, Services and Supplies Related to Sex Transformation: All procedures, services and supplies related to sex transformations.
- (11) Inpatient Hospital Services: Inpatient hospital services other than covered physician services provided in the inpatient hospital setting.
- (12) Outpatient Hospital Services: Outpatient hospital services other than covered physician services and the services specified in Section 11 SERVICES AND BENEFITS subparagraphs b. and h. of this Agreement which are provided in the outpatient hospital setting.
- (13) Family Planning: Family planning, including infertility services, artificial insemination, in vitro fertilization, services related to sexual

dysfunction or inadequacy, and birth control devices and pills.

- (14) Home Health and Homemaker Visits.
- (15) Long Term Care Services.
- (16) Durable Equipment: Durable medical equipment, such as, but not limited to, oxygen tents, hospital beds, and wheelchairs.
- (17) Private Duty Nurses.
- (18) Hemodialysis and Renal Dialysis.
- (19) Medical Transportation Services.
- (20) Hearing Services and Speech Therapy.
- (21) Vision Correction Services.
- (22) Naturopathic Services.
- (23) Inhalation and Occupational Therapy.
- (24) Cosmetic Surgery: Cosmetic surgery or treatment, including complications resulting thereof.
- (25) Elective C-Sections: Elective Cesarean section deliveries.
- (26) Obesity or Weight Control: Treatment, including surgery, for obesity or weight control and any complications arising out of such treatment or surgery.
- (27) Homeopathic and Faith Healer Services.
- (28) Radial Keratotomy Surgery and Services.
- (29) Medical and Hospital Expenses for Organ and Bone Marrow Transplants.
- (30) Non-Emergency Services not Performed or Authorized by the Member's Primary Care Physician.
- (31) Nonspontaneous Abortions.
- (32) Sterilizations.
- (33) Services or Supplies not Covered by this Agreement.

- (34) Podiatrist Services.
- (35) Physical Therapy.
- (36) Chiropractic Services.
- (37) Orthodontia.

b. Limitations

The rights of Members and obligations of Contractor are subject to the following limitations:

- (1) Major Disaster or Epidemic. If a major disaster or epidemic occurs, Physicians shall render Medical Services (and arrange home health services) insofar as practicable, according to their best judgment, within the limitation of available facilities and personnel, but neither Contractor, nor any Physician has any liability or obligation for delay or failure to provide (or arrange) any such services to the extent the disaster or epidemic causes unavailability of facilities or personnel.
- (2) Unusual Circumstances. If, due to unusual circumstances such as complete or partial destruction of facilities, war, riot, civil insurrection, disability of a significant part of personnel, or similar causes, the rendition or provision of services and other benefits covered hereunder is delayed or rendered impractical, Contractor will use its best efforts to provide services or other benefits covered hereunder, but shall not have any other liability or obligations on account of such delay or such failure to provide services or other benefits.
- (3) Refusal to Follow Treatment Plan. For personal reasons certain Members may refuse to accept procedures or treatment recommended by his or her Physician. The Physician may regard such refusal as incompatible with the continuance of a satisfactory physician-patient relationship and as obstructing the provision of proper medical care. Consistent with the Physician's professional judgment regarding proper medical practice, Physician shall use reasonable efforts to render all necessary and appropriate Medical Services in a manner compatible with Member's wishes. If a Member refuses to follow a recommended treatment

or procedure and the Physician believes that no alternative professionally acceptable to the Physician exists, the Physician will so advise the Member. If the Member still refuses to follow the recommended treatment or procedure, another Physician shall be assigned to the Member. After the Member has been reassigned 2 times without resolution of the matter, Contractor may request Division to disenroll that Member. The effective date of disenrollment shall be in accordance with Section 8 ENROLLMENT, DISENROLLMENT, COVERAGE AND ELIGIBILITY subparagraph c.(3)(A).

13. TERMINATION OF AGREEMENT:

a. Conditions of Termination

This Agreement may be terminated under any of the following conditions:

- (1) Termination by a Party. Either party may terminate this Agreement by giving 30 days written notice to the other party. If either party so terminates this Agreement, the following provisions, subject to the orderly and reasonable transfer of Member care in progress, apply:
 - (A) Obstetrical Benefits: For any Member under obstetrical care at the effective date of termination, Contractor may either, at its election: (1) directly provide obstetrical and newborn care only, through confinement and discharge, or (2) arrange, at no cost to Division, for the provision of obstetrical and newborn care only, through confinement and discharge.
 - (B) Whenever Contractor initiates termination, Division has a right to full disclosure of Contractor's records pertinent to Contractor's decision to terminate. Upon demand, Contractor will promptly provide such disclosure to Division.
 - (C) Financial loss under this Agreement, to whatever extent, is not an allowable basis for termination by Contractor. Contractor is barred from initiating termination whenever financial loss is the main motivating factor in the decision to terminate.

- (D) If Contractor continues to provide service to a former Member after the date of termination, Contractor shall be paid on a Fee For Service basis if the former Member is a Division recipient and not covered under any other Division prepaid plan. If Contractor chooses to provide services to a Member who is no longer a Division recipient, Contractor shall bill the individual for the service.
- (2) Nonpayment. Subject to the need for orderly and reasonable transfer of Member care in progress, if Division fails to make any monthly payment before the expiration of the 10 day grace period provided for in Section 10 RATES AND FEES subparagraph a., Contractor may terminate this Agreement effective immediately. If this situation arises, Contractor and Division agree to cooperate in the provision of orderly and reasonable transfer of Member care in progress.
- (3) Termination for Default of Contractor. If Contractor breaches this Agreement in any material respect, Division, upon delivery of written notice of default which specifies the material breach with reasonable particularity, may terminate this Agreement at such prospective date as Division may elect. Termination under this provision cannot occur before Contractor shall have had a reasonable period, not to exceed 30 days after delivery of the notice, to cure the default.
- Notwithstanding other provisions elsewhere in this Agreement, either party shall be entitled to determine and seek recovery of damages for default.
- (4) Termination for Lack of Funds. In the event funding from local, state, federal, or other sources is withdrawn, reduced, or limited in any substantial way after the effective date of this Agreement and prior to normal completion, Division may terminate this Agreement without penalty and subject to renegotiation under those new funding limitations and conditions. In the event of such a funding reduction, Division will make all reasonable efforts to maintain the agreed upon Capitation Fee rates for the remaining contract period.

- (5) Health Jeopardy. If Division determines that the health or welfare of Members is in jeopardy should this Agreement continue, Division may terminate this Agreement immediately upon giving written notice to Contractor.

b. Settlement Process

Except as stated elsewhere, all terminations shall include a final accounting of Capitation Fees received and Members enrolled and shall be accomplished as follows:

- (1) Mid-month Termination. For a termination of this Agreement which occurs during mid-month, the Capitation Fees for that month shall be apportioned on a daily basis. Contractor shall be entitled to Capitation Fees for the period of time prior to the date of termination and Division shall be entitled to a refund for the balance of the month.
- (2) Responsibility for Claims. Contractor is responsible for any and all claims from other contractors, including Emergency Service providers, which have been incurred as of the termination date and for which Contractor is liable under the terms of this Agreement. Contractor shall pay these claims promptly upon notice. Contractor shall reimburse Division for any portion of those claims due Division under the terms of this Agreement.

c. Effect of Termination

In the event that Division or Contractor terminates this Agreement, all rights to services and benefits, except as specified under subparagraph a.(1)(A) of this section, shall cease as of the effective date of termination. Contractor shall, however, cooperate with Division in providing for orderly and reasonable transfer of Member care in progress, whether or not those Members are hospitalized.

14. MISCELLANEOUS PROVISIONS:

a. Agreement Binding on Members

By this Agreement, Division makes Contractor's coverage available to persons who are eligible. However, this agreement is subject to amendment, modification or termination in accordance with any provision hereof or

by mutual agreement between Contractor and Division without the consent or concurrence of Members. By electing coverage pursuant to this Agreement, or accepting benefits hereunder, all Members, including Members legally capable of contracting, and the legal representatives of all Members incapable of contracting, and the heirs, successors and legal and personal representatives of all such Members, are subject to all terms, conditions and provisions hereof.

b. Applications, Statements, and Questionnaires

Members or applicants for membership shall complete and submit to Contractor such applications, or other forms or statements as Contractor may reasonably request. Upon request, Division shall supply to Contractor a complete current listing of Member mailing addresses.

c. Identification Cards

If given the prior approval of Division, Contractor may issue identification cards. Such identification cards are for identification only. Possession of a Contractor identification card confers no rights to services or other benefits under this Agreement. To be entitled to such services or benefits the holder of the card must, in fact, be a Member and be entitled to a valid Division Medical Care Identification Card.

d. Rights to Examine Records

Subject to the provisions of subparagraph k. of this section, the records of Division pertinent to issues of eligibility and monthly payments arising under this Agreement shall be available for examination by Contractor at reasonable times.

e. Administration of Agreement

This Agreement shall be governed and construed in accordance with the laws of the State of Oregon. Contractor and Division, separately, jointly, or as appropriate, may adopt reasonable policies, procedures, rules and interpretation to promote orderly and efficient administration of the Agreement with respect to any provision of this Agreement which is in conflict with federal or state statutes or regulations in order to conform to the requirements of such statutes or regulations.

f. Right of Provider Appeal

Contractor's mechanism for appealing Division action under this Agreement is the Provider Appeal process as defined in OAR 461-13-191 through 461-13-225. Decisions rendered under this process are subject to judicial review under the provisions of ORS 183.484.

g. Notices

Any notice under this Agreement shall be deemed given the earlier of either the time of delivery or 2 days after mailing certified and postage prepaid through the U.S. Postal Service addressed as follows:

If to Contractor:

Multnomah County Department of Human Resources
P.O. Box 40046
Portland, Oregon 97240

If to a Member:

To the latest address provided for the Member on an address list, enrollment or change of address form actually delivered to Contractor.

If to Division:

Administrator
Adult and Family Services Division
400 Public Service Building
Salem, Oregon 97310

h. Nondiscrimination in Employment

- (1) Discrimination Prohibited. During the performance of this Agreement Contractor shall not unlawfully discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, creed, marital status, or the presence of any sensory, mental or physical handicap. Contractor shall take affirmative action required by law to ensure that applicants are employed, and that employees are treated during employment without discrimination because of their race, color, religion, sex, or national origin, creed, marital status, age, or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay

or other forms of compensation; and programs for training, including apprenticeships.

- (2) Noncompliance with Nondiscrimination Plan. In the event Contractor fails or refuses to fully comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor regulation, (41 CFR Part 60) to the extent applicable to Contractor, this Agreement may be rescinded, cancelled, or terminated in whole or in part, and Contractor may be declared ineligible for further contracts with Division. Contractor shall, however, be given reasonable time, in accordance with the provisions of Section 13 TERMINATION OF AGREEMENT subparagraph a.(3), in which to cure an issue of noncompliance. Alleged incidents of noncompliance shall be resolved pursuant to the Provider Appeal process.

i. Nondiscrimination in Client Service

- (1) Discrimination Prohibited. Contractor shall not, on the grounds of race, color, sex, religion, national origin, creed, marital status, age, physical handicap, health status, or need for health services:
- (A) Deny any individual any services or other benefits provided under this Agreement.
 - (B) Provide any service(s) or other benefits to an individual which are different or are provided in a different manner, from those provided to others under this Agreement.
 - (C) Subject an individual to segregation or separate treatment in any matter related to his or her receipt of any services(s) or other benefits provided under this Agreement.
 - (D) Deny any individual an opportunity to participate in any program provided by this Agreement through the provision of services or otherwise nor will afford him or her an opportunity to do so which is different from that afforded others under this Agreement. Contractor, in determining (a) the types or services or other benefits to be provided, (b) the class of individuals to whom, or the situation in which, such services or other benefits will be provided, will not utilize

criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, color, sex, religion, national origin, creed, marital status, age, physical handicap, health status or need for health services; or have the effect of defeating or substantially impairing accomplishment of the objectives of this Agreement in respect to individuals of a particular race, color, sex, religion, national origin, creed, marital status, age, or physical handicap, health status, or need for health services.

- (2) Complaints Alleging Discrimination. Contractor agrees that all complaints alleging discrimination against the intended beneficiaries of funds administered under this Agreement because of race, color, sex, religion, national origin, creed, marital status, age, physical handicap, health status, or need for health services will be handled through Contractor's grievance process.

j. Assignment of Agreement or Claims

Contractor shall not assign this Agreement, except as specifically provided for herein, nor any claims arising therefrom without prior written approval of Division and subject to such conditions and provisions as Division may deem necessary. No such approval by Division of any assignment or claims shall be deemed in any manner to provide for the incurrence of any obligation by Division in addition to the total agreed upon price.

k. Safeguarding of Member Information

Subject to the requirements of 42 CFR Part 431, Subpart F, the use of or disclosure by any party of any patient identifying information concerning a Member for any purpose not directly connected with the administration of Division's or Contractor's responsibilities with respect to services provided under this Agreement or under Title XIX of the Social Security Act, is prohibited except on written consent of the recipient or client, his or her attorney, or, if appropriate, his or her legally responsible parent or guardian.

l. Right of Access and Inspection

At all reasonable times, Contractor and its subcontractors shall provide Division, personnel duly authorized by Division, and all duly authorized federal representatives the right of access to its facilities and to its financial and medical records in order to monitor and evaluate cost, performance, compliance, quality, appropriateness, and timeliness of services provided under this Agreement. Record inspection shall be restricted to those medical records pertaining to Medical Services provided to Members as well as to those records pertinent to determining costs payable under this Agreement. These records shall be made available for the purpose of making audit, examination, excerpts and transcriptions.

Pursuant to 45 CFR Part 74, such records shall be retained by Contractor or its subcontractor for a least 3 years after final payment is made under this Agreement or any subcontract and all pending matters are closed. Additionally, if an audit, litigation, or other action involving the records is started before the end of the 3-year period, the records must be retained until all issues arising out of the action are resolved or until the end of the 3-year period, whichever is later.

m. Savings

Two types of savings can be realized under this Agreement:

- (1) Savings Related to the Capitation Fee. The first type of savings is related to the Capitation Fee. For this savings, if the sum of the Allowable Costs and all other expenses incurred by Contractor are less than the sum of the Capitation Fees, the difference will be retained by Contractor.
- (2) Savings Related to Reduction in Utilization. The second source of savings is from a reduction of utilization in the hospital inpatient and hospital outpatient areas. To be eligible to receive such savings Contractor must continue this Agreement through the initial term of this Agreement. The savings from this second source will be calculated as follows:
 - (A) For fiscal year 1986 (July 1985 through June 1986) the following data will be collected for Contractor's Service Area -

- (i) The average monthly number of persons eligible to receive medical services.
- (ii) The average monthly number of hospital inpatient discharges.
- (iii) The average monthly number of hospital outpatient visits excluding lab and X-ray only visits.

Using the above information Division will determine, for the base period, the average monthly inpatient discharges and outpatient visits per thousand eligible. The baseline data will include only ADC eligibles.

- (B) At the end of the contract term which runs from December 1, 1987 through June 30, 1988, the average monthly number of inpatient discharges and outpatient visits (excluding lab and X-ray only) for all persons enrolled in the PCO will be determined. The average monthly number of Members for the PCO will also be calculated. Using this data the average monthly number of inpatient discharges and outpatient visits per thousand Members for this period of time will be determined.
- (C) A numerical reduction in any of the above parameters (monthly inpatient discharges and outpatient visits per thousand Members) will result in the distribution of savings to the Contractor. Using inpatient discharges as an example, savings will be calculated for the period December 1, 1987 through June 30, 1988 in the following manner.

Baseline monthly IP discharges per thousand	-	Contractor monthly IP discharges per thousand	=
No. of monthly discharges per thousand saved by Contractor	X	7 months X Avg. monthly enrollees (in thousands)	=
No. of saved discharges	X	AFS average cost per discharge for the contract period	= IP Savings

(D) Division shall furnish Contractor the following information on a monthly basis:

- (i) The number of persons enrolled.
- (ii) Inpatient discharges and expenditures.
- (iii) Outpatient visits (excluding lab and X-ray only) and expenditures.

This is the information which will be used as a basis for determining any savings.

(E) Savings, as determined in accordance with this provision, minus Division's administrative costs shall be distributed on a 50/50 basis: 50% to Contractor and 50% to Division. Savings shall be distributed in a two step process: 1) Division shall pay Contractor an interim payment constituting 75% of the anticipated savings no later than February 28, 1989; 2) Division shall make final payment to Contractor no later than August 31, 1989. If the amount of the interim payment exceeds the amount actually owed to Contractor, Contractor agrees to promptly reimburse Division for the amount overpaid.

n. Risk Assumption

Contractor assumes full Risk for providing the health services required under this Agreement. Contractor may obtain reinsurance; however, Contractor must retain, after reinsuring, at least 80% of the underwriting risk.

o. Membership Grievance Procedure

- (1) Filing a Complaint. An oral or written complaint may be made to any employee of Contractor.
- (2) Action on Complaint. Contractor must determine the action required to resolve the complaint, including transmitting complaints requiring action by other persons in the PCO to such persons. Contractor shall respond to the Member in writing for a written complaint and orally or in writing, at Contractor discretion, for an oral complaint, within 5 working days after receiving the complaint. The response shall contain the resolution of the complaint, the basis for the resolution, notification that a Member who is not satisfied with the result may seek a review of the

resolution of the complaint by submitting, within 30 days, a written request for appeal along with any additional information to Contractor, and notification that a Member who feels his or her medical problem cannot wait for the normal Contractor review process may request, through Contractor, that Division consider providing an expedited Fair Hearing.

- (3) Review Procedure. A request for a review must be filed in writing with Contractor within 30 days after receipt of notice of the resolution.

If the request for review is timely filed, Contractor must review the complaint, initial resolution and any additional information submitted by the Member. Within 30 days of the date of filing, Contractor shall notify Member of Contractor's final resolution of the matter and that a Member who is not satisfied with the result may request a Fair Hearing from the Division.

To assure that problems in the operation of the PCO are brought to the attention of the PCO's management, and that the grievance procedure is operating efficiently, periodic reports of the PCO's grievance operation are to be made to Division.

- (4) Fair Hearing. Should a Member not be satisfied with Contractor's final resolution of a complaint, that Member may request a Fair Hearing from Division.

Should a Member feel his or her medical problem cannot wait for the normal contractor review process, including Contractor's final resolution, that Member may request Contractor submit documentation to Division's Medical Director within, as nearly as possible, 2 working days for decision as to necessity of an expedited Fair Hearing. Division's Medical Director shall decide within, as nearly as possible, 2 working days, if that Member is entitled to an expedited Fair Hearing.

At a Fair Hearing, both Contractor and the Member shall be given the opportunity to appear. If requested to do so by Division or the Member, Contractor shall make all pertinent files available for use at such Fair Hearing.

STANDARD #6: ACCESSIBILITY

THE PCO SHALL MAKE SERVICES, INCLUDING REFERRALS TO OTHER PHYSICIANS, ACCESSIBLE TO ENROLLED MEDICAID RECIPIENTS ON AT LEAST THE BASIS OF THE MEASURES BELOW. THE PCO SHALL NOT DISCRIMINATE BETWEEN ENROLLEES AND INDIVIDUALS WHO ARE NOT ENROLLED IN THE PCO WITH RESPECT TO ACCESSIBILITY.

Measurement

- 6.1 There must be phone coverage at all times either on site, or through an answering service. Note: A tape-recorded telephone message instructing patients to call a hospital emergency room will not suffice as compliance with this requirement.
- 6.2 All persons receiving calls must have sufficient communication skills to reassure patients and encourage them to wait for a return call in appropriate situations.
- 6.3 All calls requiring medical attention shall be forwarded to the on-call physician or designated nurse practitioner/physician's assistant. If a physician does not respond to the phone call there must be a written protocol specifying when a physician must be consulted.
- 6.4 A response to each call must be provided within a reasonable length of time by a health practitioner.
- 6.5 Adequate physician backup system covering all specialties including Adult Medicine, OB/Gyn, and Pediatrics, must be an operative element of after-hours care.
- 6.6 There shall be procedures for the triaging of calls in the primary language of each substantial population of non-English speaking enrollees. Substantial is defined as 35 non-English speaking households which have the same language. A non-English speaking household is a household that does not have an adult member who is fluent in English.
- 6.7 Health practitioners responding to the call shall be responsible for entering relevant information into the enrollees's medical record.
- 6.8 During business hours, the PCO shall provide access to qualified interpreters who can interpret in the primary language of each substantial population of non-English speaking enrollees. Such interpreters should be capable of communicating in English and the primary language of the

enrollees and be able to translate medical information effectively.

- 6.9 PCO must have all written information in the primary language of each substantial population of non-English speaking enrollees.
- 6.10 The PCO shall have procedures for scheduling of patient appointments which are appropriate to the reasons for the visit, e.g., patients with non-emergency needs; patients with persistent symptoms; patient routine visits; new enrollee Initial Assessment.
- 6.11 Under normal circumstances, the PCO shall not keep patients waiting over 45 minutes for scheduled appointments.
- 6.12 The PCO must have a written procedure providing for triage of walk-in patients with urgent non-emergency medical need.
- 6.13 When not an emergency, walk-in patients should either be scheduled for an appointment as medically appropriate or be seen within two hours.
- 6.14 The PCO shall have procedures for following up of failed appointments including rescheduling of appointments as deemed medically necessary, and documentation in the patient record of broken appointments and recall efforts.
- 6.15 Travel time to individual PCO physicians shall not exceed 30 minutes or two transfers on available public transportation for 90 percent of the potential enrollees.
- 6.16 There must be provisions for physical access which include the following:
 - (a) Street level access or accessible ramp into facility; and
 - (b) Wheelchair access to lavatory.
- 6.17 Services, facilities, and personnel shall be prepared to meet the special needs of visually and hearing impaired patients.
- 6.18 There shall be arrangements for services to be provided by non-PCO providers where in-house capability to serve specific disabled populations does not exist.

STANDARD #7: GRIEVANCE PROCEDURES*

THE PCO MUST HAVE PROCEDURES FOR ACCEPTING, PROCESSING AND RESPONDING TO ALL ENROLLEE GRIEVANCES. IN ADDITION TO THE

INTERNAL PCO PROCEDURES, ONCE THOSE HAVE BEEN FOLLOWED, THE AFS FAIR HEARINGS PROCESS WILL BE AVAILABLE.

Measurement

- 7.1 The PCO must have procedures for resolving informal complaints.**
- 7.2 A staff member shall be designated who will be responsible for receiving, processing, channeling, and responding to grievances.
- 7.3 Procedures shall be maintained to inform enrollees orally and in writing about the PCO's grievance procedures. Such procedures shall include the following:
 - (a) Written material describing the grievance process;
 - (b) Assurance of confidentiality of grievance process in all written and posted material.
- 7.4 Procedures shall be maintained for the receipt and disposition of all grievances and shall include:
 - (a) Provisions for an appeals channel in cases where enrollees are not satisfied with an initial response which shall include at least one level of appeal beyond the initial response level and which may include one of the following:
 - 1) Medical director or administrator depending on the nature of the grievance;
 - 2) Other internal review mechanisms.
 - (b) Specified time limits for the following:
 - 1) Initial response to enrollee - 5 working days.
 - 2) Written response to enrollee appeal - 30 days, providing enrollee has submitted or caused to be submitted requested documentation.
 - (c) Procedures for assuring the confidentiality of the entire grievance process.
- 7.5 The provider shall maintain a system adequate to document the occurrence and resolution of all grievances.
- 7.6 The PCO shall maintain procedures to review the operation of the grievance system.

- * A grievance is defined as an incident or concern which cannot be resolved in a manner satisfactory to the enrollees by the immediate oral response by the provider staff member receiving the complaint or by the member services office, or any complaint received in writing.
- ** An informal complaint is defined as an incident or concern orally related to physician or other staff member, or a member services representative, which is immediately resolved to the complete satisfaction of the enrollees.

STANDARD #8: MARKETING

THE PCO MUST HAVE THE ABILITY TO DEVELOP AND DISTRIBUTE MARKETING MATERIALS TO ENROLLEES AND POTENTIAL ENROLLEES. SPECIFIC MARKETING REQUIREMENTS WILL BE REVIEWED DURING INDIVIDUAL APPLICATION TO PROVIDE SERVICE NEGOTIATIONS.

Measurement

- 8.1 Comply with policies for enrollment as set forth in the PCO contract and in the AFS Handbook for prepaid health plans.
- 8.2 Ensure that all staff who have contact with potential enrollees are fully informed of PCO policies including marketing, enrollment and disenrollment policies.
- 8.3 Work cooperatively with the staff of AFS and members of the community in the development and implementation of marketing plans and procedures.
- 8.4 Provide and disseminate promotional and informational materials which are specific to the PCO.

STANDARD #9: HEALTH CARE INFORMATION

THE PCO HAS AN ONGOING PROCESS OF PATIENT EDUCATION WHICH INCLUDES HEALTH EDUCATION, AND APPROPRIATE USE OF EMERGENCY FACILITIES AND SERVICES.

Measurement

- 9.1 PCOs shall have procedures for health education designed to prepare patients for their participation in and reaction to specific medical procedures, and to instruct patients in self-management of medical problems and in disease prevention. Health education may be provided by any health practitioner or by any other individual or program approved by the provider.
- 9.2 PCOs shall have procedures in effect to orient enrollees in the use of all services provided at the facility. This

should include, but not be limited to, instructions regarding appropriate use of the provider's referral system, grievance procedures, missed appointments, after-hours call-in system, and provisions for emergency treatment.

STANDARD #10: FINANCIAL VIABILITY

THE PCO MAINTAINS PROVISIONS AGAINST INSOLVENCY

Measurement

10.1 All PCOs who provide services on a capitation basis shall maintain provisions against insolvency through one or more of the following methods; recommended minimum amounts will be reviewed during individual negotiations;

- (a) Hospital sponsor underwriting contract;
- (b) Insolvency insurance;
- (c) Adequate financial reserves;
- (d) Performance bond;
- (e) Risk-sharing agreements with referral physicians;
- (f) Inclusion of large numbers of specialist physicians in the group to backup the primary care physicians.

Contractor agrees to implement the Fair Hearing decision of Division. Implementation of a Fair Hearing decision or request for such a hearing shall not be the basis for a request by Contractor for Disenrollment of that Member.

- (5) Division Approval Required. Within 30 days of the beginning date of the term of this Agreement, Contractor must submit its grievance procedures and forms to Division for Division's written approval.
- (6) Copy Provided to Member. Contractor shall furnish each Member a copy of the grievance procedure at the time of Enrollment. The grievance procedure, according to this Agreement, must be incorporated in the copy Contractor furnishes each Member at the time the existing supply of such material is exhausted or within 6 months following the beginning date of the term of this Agreement, whichever comes first.

p. Fiscal Records, Controls, Reports and Monitoring Procedures

Contractor and its subcontractors shall maintain books, records, documents, and other evidence and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. These records shall be subject to and available at all reasonable times for inspection, review, or audit by State personnel, personnel duly authorized by Division, and by all duly authorized federal representatives.

Contractor and its subcontractors shall collect statistical data of a fiscal nature on a regular basis to the extent possible under its existing systems and procedures and to make fiscal statistical reports at times prescribed by and on forms compatible with the data that Contractor and its subcontractors are able to provide. As relates to Contractor, these shall include, but not be limited to, reports on savings occurring from the Capitation Fees over Contractor's Fee For Service equivalents of services provided to Members.

- (1) Audit. Contractor shall have an annual financial statement prepared at a compilation, review or audit level and prepared in accordance with generally accepted accounting principles. Combined financial statements shall be prepared in

order to demonstrate the financial position of the overall related health care delivery system when delivery of health care or other services is dependent upon affiliates. Financial statements shall be presented in a form that clearly shows the financial position of Contractor separately from the subcontractor and from the combined totals. Interentity transactions and profits shall be eliminated when combined statements are prepared. Division and Contractor agree that Contractor's normal audited statement prepared by independent auditor or accounting firm shall satisfy this requirement.

- (2) Certified Financial Statements. Contractor shall have separate financial statements prepared on a yearly basis if an independent accountant or Division determines that preparation of combined statements is inappropriate.
 - (A) The independent accountant shall state in writing his or her reasons for not preparing combined financial statements.
 - (B) Contractor shall provide supplemental schedules which clearly reflect all interentity transactions and eliminations necessary to enable Division to analyze the overall financial status of the entire health care delivery system.
- (3) Inspection of Working Papers. Upon Division's written request, Contractor shall require the independent accountant to allow representatives of Division to inspect working papers related to the preparation of the statement.
- (4) Disclosure. All information and statements described in this subparagraph p. obtained by Division shall be kept confidential and not be disclosed or divulged in any manner to any other person, entity or authority without Contractor's prior written consent, or unless such disclosure or divulgence is directly connected with the administration of Division's responsibilities under this Agreement and Title XIX of the Social Security Act.

g. Subcontracts

Contractor shall not enter into any Subcontract for performance of any of the work contemplated under this

Agreement without obtaining Divisions's prior written approval. In determining whether to give such approval, Division will consider both the form and content of the proposed Subcontract. Subcontracts must meet the requirements of 42 CFR 434.6(a)(10), (b) and (c) and:

- (1) Be in writing and incorporate the applicable requirements of this Agreement.
- (2) Contain a provision or provisions requiring subcontractor compliance with subparagraphs i., k., l., and p. of Section 14 MISCELLANEOUS PROVISIONS.
- (3) Specify the functions to be subcontracted which must be appropriate to the service or activity covered under this Agreement.
- (4) In no way terminate or limit the legal responsibility of Contractor to assure that all activities under this Agreement are properly carried out.
- (5) Contain a provision that the subcontractor shall not request, or obtain, payment from Division or any Member for the services covered by the Capitation Fee.
- (6) Contain a provision that the subcontractor shall carry liability coverage, in the amount specified in Section 9 RELATIONS AMONG PARTIES AFFECTED BY AGREEMENT subparagraph b.(1) in order to indemnify Division as its interests shall be legally determined.
- (7) All contracts awarded in excess of \$10,000 by Contractor shall contain a provision requiring compliance with Executive Order 11246, entitled, "Equal Employment Opportunity" as amended by Executive Order 11375, and as supplemented in Department of Labor regulation 41 CFR Part 60.
- (8) All contracts awarded in excess of \$100,000 by Contractor shall contain a provision which requires compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), which prohibit the use under Nonexempt Federal

contract, grants or loans of facilities included on the EPA list of violating facilities. The provision shall require reporting of violations to Division, the Department of Health and Human Services and to the U.S.E.P. Assistant Administrator for Enforcement (EN-329).

r. Member's Handbook

- (1) Branch Distribution. Contractor shall provide to all Division branch offices within the Service Area sufficient copies of Member's handbooks for distribution to Eligible Recipients who enroll in Contractor's PCO. At a minimum such handbooks shall contain the following information:
 - (A) Location(s) and office hours of the PCO.
 - (B) Telephone number to call for more information.
 - (C) A complete list of primary care case managers.
 - (D) How a Member selects a Primary Care Physician and the process for changing Physicians once the selection has been made.
 - (E) How to make appointments for medical care.
 - (F) What to do in an emergency: Both what to do in the plan's Service Area and what to do in the event the Member is out-of-area.
 - (G) Explanation that the Primary Care Physician monitors and coordinates all Medical Service, including referrals to other providers.
 - (H) A description of the benefits available through the PCO. This description should cover all benefits that, from the Member's point of view, are offered or coordinated through the PCO; the focus is on the benefits covered by Medicaid, not only those for which the PCO receives a Capitation Fee. Include here any additional benefits provided by the PCO.
 - (I) An explanation of how Members should deal with changes such as a new address, or moving out of the Service Area.
 - (J) An explanation of the grievance procedure. This explanation shall make use of Division's Model Grievance Statement, attached and hereby incorporated into this Agreement as Exhibit A.
- (2) Prior Approval. The Member's handbook and any revisions must be submitted to Division for its

review and receive the approval of Division prior to any use or distribution.

s. Promotional Materials

Contractor will provide to Division, for approval prior to use, the form and content of all public information releases pertaining to this Agreement.

t. Rate Assurance

Contractor assures Division that the rates for the provision of services under this Agreement do not exceed fees charged to the general public.

u. Payment to Others

Contractor shall make prompt payment for all in-area or out-of-area services which are required by the Agreement and rendered by providers with which Contractor does not have arrangements.

v. Marketing

- (1) Division shall ensure that all Division staff responsible for enrolling and disenrolling Eligible Recipients have received instruction on acceptable marketing practice.
- (2) Contractor shall obtain prior written approval from Division for all marketing activities.
- (3) All written material must comply with the standards set forth in the Standards to Provide Service, attached and hereby incorporated into this Agreement as Exhibit B.
- (4) Contractor's marketing activities shall consist of notices in Division offices within the Service Area and any other activity agreed to by the parties.

w. Third Party Resource Recovery

(1) Third Party Resources

Types of third party resources include, but are not limited to, the following categories:

- (A) Private Hospital and Medical Insurance, including any Prepaid HMOs.

- (B) Disability Compensation Insurance.
- (C) Workers' Compensation (Industrial Accident).
- (D) CHAMPUS (Civilian Health and Medical Programs of the Uniform Services).
- (E) Veterans Administration Benefits.
- (F) Railroad Retirement.
- (G) Estates or Probate of Deceased Medical Assistance Recipients or Responsible Persons.
- (H) Absent Parents (Child Support Enforcement IV-D Program).
- (I) Liable Individuals.
- (J) School Injury Insurance.

(2) Contractor Responsibility

Contractor shall be responsible for initiating notification to Division that a Member has secured third party coverage, if and when known by Contractor. Contractor shall be responsible for initiating necessary action to effect third party collections wherever it is determined that a third party is liable for paying all or part of the medical cost of an injury, disease, disability or other condition of a Member. Contractor shall notify Division, within 15 working days of when it is ascertained, of the name and address of any potential third party who may be liable for the cost of care rendered to a Member. Division will cooperate with Contractor, upon Contractor's request, in securing Member's cooperation in third party recovery. All third party collections shall be the property of Contractor.

(3) Identification of Third Party Collections

Contractor shall be responsible for maintaining records in such a manner so as to assure that all monies collected from Third Party Resources may be identified on behalf of Members. Contractor shall make these records available for audit and review consistent with the provisions of this Agreement. Contractor hereby certifies that all third party collections which are attributable to expenses paid by Contractor, will be identified and fully

used as a source of revenue for rate setting purposes.

(4) Workers' Compensation (Industrial Insurance)

Notwithstanding the fact that Contractor excludes work-related injuries from coverage under this Agreement, all monies collected from injuries suffered by Members who are covered by Worker's Compensation insurance shall be identified as Third Party Resources in that the cost of providing coverage for these services as well as the revenues generated are a consideration in rate setting.

(5) Subrogation Rights of Third Party Liability

"Injured person" under this subparagraph means the Member covered by this Agreement who sustains bodily injury. Contractor's "medical expense" means the expense incurred by Contractor for the care or treatment of the injury sustained computed at Non-Member Rates.

If a Member obtains or requires Medical Services under this Agreement as a result of an alleged act or omission by a third party giving rise to a claim of legal liability against the third party, Contractor shall have the right to seek recovery of its cost of providing benefits to the injured person from the third party. Contractor shall be subrogated to and may enforce all rights of the injured person to the extent of its medical expense. Contractor's right of subrogation shall be limited to the amount required to fully compensate it for the medical expense incurred. The Member retains the right to seek private redress for the Member's injuries.

The injured person, or the injured person's representative must cooperate with Contractor to the extent required by Federal and State laws in effecting collection from persons causing the injury.

If an injured party settles a claim without protecting Contractor's interest, the injured party may be liable up to the full cost of providing service but not in excess of the settlement.

When reasonable collection costs including legal fees have been incurred to recover the injured person's damages and Contractor's medical expense, whether incurred in an action for damages or otherwise, and where there is such recovery, there shall be an equitable apportionment of such collection costs between Contractor and the injured person.

x. Miscellaneous Federal Requirements

- (1) Contractor shall comply with the applicable provisions of the Clean Air Act (Section 306, 42 U.S.C. 1857) (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368). Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR Part 15), which prohibit the use of facilities included on the EPA List of Violating Facilities. Any violations shall be reported to Division, the Department of Health and Human Services and to the USEPA Assistant Administrator for Enforcement (EN-329).
- (2) Performance under this Agreement by Contractor shall be in accordance with any applicable provisions of 42 CFR Subchapter C and 45 CFR Part 74.
- (3) Contractor shall comply with any applicable standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Title III, Part C, Public Law 94-165).

y. Hysterectomies

Hysterectomies will be approved only for medical reasons unrelated to sterilization. The Member and her legal representative, if any, must be informed orally and in writing that the hysterectomy will render her permanently incapable of reproducing. Form AFS 741 shall be used for this purpose. However, use of this form is not required if: (a) the Member is already sterile prior to the procedure; or (b) if the procedure was performed under a life-threatening emergent condition.

Hysterectomies performed under condition (a) require certification in writing by the physician that the Member was already sterile as well as the cause of the sterility. Hysterectomies performed under condition

cc. Waiver

The failure of either party to enforce any provision of this Agreement shall not constitute a waiver of that or any other provision.

dd. Risk Limitation

Contractor may, upon written request or at the time of execution of this Agreement, obtain a risk limitation on Members. The following conditions apply to this option:

- (1) If Contractor requests a risk limitation, it shall apply to all Members and will result in a reduction of the Capitation Fee rate.
- (2) Costs which Contractor incurs for services provided to Members prior to Division's receipt of Contractor's written request for a risk limitation shall not be counted towards the risk limitation amount. Such costs are covered by the Capitation Fee and are Contractor's Responsibility.
- (3) For risk limitation purposes, costs shall be calculated on the basis of the pricing limits, conditions and limitations stated in Division's administrative rules, policy and Medical Provider Guides which are in effect at the time of the provision of service.
- (4) Within 12 months of the date costs for a Member reach the risk limitation amount, Contractor shall submit documentation supporting such costs to Division. This documentation shall, at a minimum, contain the following information for each procedure performed or supply furnished to the Member: the date of service, CPT-4 procedure code, amount charged and amount paid in accordance with Division's pricing limits for the service or supply in question, type of service code corresponding to the procedure performed and the amount paid by Third Party Resources. Failure to submit the required documentation within this time frame shall excuse Division's obligation to pay Contractor, other than on a capitated basis, for services and supplies provided to the Member between the time the risk limitation amount is reached and 12 months prior to the time that Contractor submits the required documentation.

- (5) Risk limitation for individual Members operates on a 12 month cycle. For individual Members the first cycle starts at the time the Member initially enrolls in the PCO or at the time the Division receives Contractor's written request for a risk limitation, whichever is later. Failure of the Member to maintain continuous enrollment in the PCO does not affect the running of the 12 month cycle. Whenever costs in a cycle for an individual Member exceed the amount specified in Contractor's risk limitation request, Contractor is not responsible for that individual's care on a capitated basis for the remainder of that particular cycle.
- (6) Any member whose documented costs exceed the requested risk limitation amount shall be issued an unrestricted Medical Care Identification Card. Upon receipt of this card, the Member shall not be restricted to obtaining medical care through Contractor. At the end of the 12 month cycle, the Member shall be reenrolled in Contractor's PCO unless the Member is no longer an Eligible Recipient or the Assistance Unit is enrolled in another prepaid health plan.
- (7) For Members whose costs exceed the requested risk limitation amount, Contractor shall continue to provide care on a Fee For Service Basis at Division's pricing limits and in accordance with the conditions and limitations stated in Division's administrative rules, policy and Medical Provider Guides for Members who elect to continue to receive medical care from Contractor.

ee. Incorporation

Division's Model Grievance Statement, attached as Exhibit A, the Standards to Provide Service, attached as Exhibit B, Contractor's proposal to Request for Proposal 84-5, and Division's guide for Pharmaceutical Services are hereby incorporated into and made a part of this Agreement.

ff. Division Authority

The authority of Division to enter into this Agreement is pursuant to 42 CFR 434 and ORS 414.610 to 414.650.


15. MERGER:

THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND APPROVED AS OUTLINED IN SECTION 5. SUCH WAIVER, CONSENT, MODIFICATION, OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. CONTRACTOR, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE OR SHE HAS READ THE AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

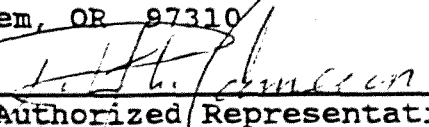
16. SIGNATURES:

CONTRACTOR

MULTNOMAH COUNTY, OREGON

By 
Authorized Representative
Gladys McCoy
Multnomah County Chair
Date 11/17/87

STATE OF OREGON
ADULT AND FAMILY SERVICES
DIVISION
400 Public Service Building
Salem, OR 97310

By 
Authorized Representative
Date 11/24/87

Reviewed by AFS Contracts
Manager:

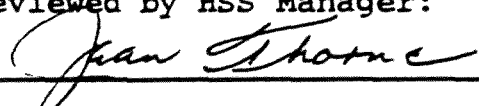
APPROVED AS TO FORM:

LAURENCE KRESSEL
Multnomah County Counsel

By 
Deputy County Counsel

Date 11/1/87

Reviewed by HSS Manager:


Approved as to Legal
Sufficiency:


Assistant Attorney General

EXHIBIT A

MODEL GRIEVANCE STATEMENT

If you have a problem or a complaint, contact _____ at _____. You can either write or call us with your concern. _____ will look into all problems, both medical and non-medical, and get back to you within 5 working days. We will help you find an interpreter if you need one.

If your concern has not been taken care of to your satisfaction, you may ask for a second review, within 30 days. You may make this appeal by _____

_____. Your problem will be reviewed and you will get a written decision within 30 days.

If you still do not like the decision, you can ask AFS for a fair hearing. Go to the branch office and ask for help in filling out the request for a fair hearing.

Urgent Medical Problems:

If you think your problem has not been taken care of and if you feel your medical problem cannot wait while we do a second review, you may ask us for a special fair hearing. We will contact the AFS Medical Director to see if your medical problem qualifies for a special fair hearing. A decision will be made as soon as possible.

EXHIBIT B

STANDARDS TO PROVIDE SERVICE

The following are standards for participation as a Physician Care Organization (PCO).

Each standard constitutes a general statement of a major element of the PCO program. Ten standards are listed.

Below each standard are individual measurements. Measurements represent specific procedures, policies, staff, services, or written materials that should be in place to satisfy each standard. There is some overlap of the measures among some standards. Each measure corresponds to a requirement in the provider contract.

PCO participation standards are based on a variety of sources including 42 CFR 434; 42 CFR 431.55; State and local Health Plans, and recognized national publications, such as the Selected Aspects of Planning For Primary Care in Medicine: A Definition and Ambulatory Health Care Standards.

STANDARD #1: PROVISION OF HEALTH CARE SERVICES

THE PCO HAS THE ABILITY TO DELIVER OR ARRANGE FOR ALL THE HEALTH CARE SERVICES THAT ARE MEDICALLY NECESSARY AND REIMBURSABLE UNDER THE CONTRACT.

Measurement

- 1.1 There shall be at least one participating primary care physician or an acceptable equivalent to a physician for every 1,200 enrollees, or fraction thereof;
- 1.2 There shall be at least one participating physician or an acceptable equivalent to a physician considering all physicians in the PCO, for every 1,000 enrollees, or fraction thereof.
- 1.3 The PCO shall have procedures which enable each enrollee to choose a specific primary care physician or health care team that provides primary care to that patient and arranges, coordinates, and monitors all other medical care for that patient on a continual basis.
- 1.4 The PCO will make assurances that the provision of noncapitated professional and related health services by the PCO or arranged through referral to another source will be subject to all AFS Rules including Prior Authorization, except that hospital services are not subject to Prior Authorization.

1.5 Board certified physician assistants and nurse practitioners are an acceptable equivalent to physicians under the following conditions:

- (a) They must be board-certified and licensed in Oregon,
- (b) The rate of equivalency is 1:3 (three nurse practitioners and/or physician assistants are equal to one physician), and
- (c) The physician assistants and nurse practitioners must be supervised by physicians pursuant to the standard established by the Board of Medical Examiners.

STANDARD #2: EMERGENCY MEDICAL SERVICES

THE PCO HAS POLICIES AND PROCEDURES FOR THE PROVISION OF EMERGENCY SERVICES ON A 24-HOUR, SEVEN DAY A WEEK BASIS.

Measurement

- 2.1 To the extent that the PCO is not capable of directly delivering emergency treatment, there must be arrangements for availability of appropriate emergency services for enrollees on a 24-hour, seven day a week basis (e.g., call sharing arrangements).
- 2.2 During normal hours of operation, the PCO must have a health professional available to triage emergencies from patients under the following circumstances:
 - (a) Walk-in patients must have initial evaluation immediately.
 - (b) Phone calls to the provider site by enrollees must be assessed to determine appropriate action.
 - (c) Phone calls from other providers requesting approval to treat enrollees must be assessed for appropriateness.
- 2.3 PCO must maintain an after-hours call-in system adequate to triage emergency calls from enrollees.
- 2.4 The PCO must have procedures for notifying a referral emergency room concerning an arriving patient's presenting problem, and whether or not the practitioner will meet the patient there.
- 2.5 The PCO shall have procedures for processing emergency services claims. Ninety percent (90%) shall be processed

within 45 days of receipt and ninety-nine percent (99%) shall be processed within 90 days of receipt.

STANDARD #3: CONTINUITY OF CARE

THE PCO HAS POLICIES AND PROCEDURES WHICH ASSURE A SYSTEM FOR THE ARRANGEMENT, TRACKING AND DOCUMENTATION OF ALL REFERRALS TO OTHER PROVIDERS.

Measurement

- 3.1 The PCO must maintain a network of referral sources for all services that are stipulated in the contract and not provided on site and may establish contracts for referrals. Referral physicians need not be as accessible as primary care physicians, but may be no less accessible to PCO enrollees than to non-PCO patients.
- 3.2 The PCO must maintain a standardized referral form which shall accompany the patient to the referral source.
- 3.3 A staff member shall be designated who will be responsible for the arrangement, coordination, and monitoring of the provider's referral system.
- 3.4 Procedures shall be maintained to arrange for the return of relevant medical information from referral sources. Such procedures shall include:
 - (a) Review of information by referring physician;
 - (b) Entry of information into patient's medical record;
 - (c) Arrangements for periodic reports from ongoing referral appointments; and
 - (d) Procedures to monitor the return of information from referral sources.
- 3.5 When a patient is hospitalized, the following must occur:
 - (a) Make a notation in the medical record noting the reason, date, and duration of hospitalization;
 - (b) Make notations, upon discharge, of follow-up plans including appointments for physician visits;
 - (c) Enter pertinent reports (including reports from consulting physicians) from the hospitalization in the medical record.

- 3.6 Procedures shall be maintained to process all referrals made over the phone during and after hours of operation as a regular referral, i.e., referral form completed, information entered into medical record, information requested from referral source.
- 3.7 Provision shall be made to record emergency visits made without prior referral which the PCO accepts as legitimate. Such visits shall be processed as regular referral, i.e., information entered into medical record, information requested from referral source.
- 3.8 Procedures shall be maintained to orient and train patients, PCO staff, and referral sources in the appropriate use of the PCO's referral system.
- 3.9 The PCO shall maintain a filing system adequate to document all aspects of the referral system.
- 3.10 The PCO shall have procedures for health professionals to respond to calls from other providers requesting approval to provide care to PCO enrollees who have not been referred by the provider.
- 3.11 The PCO shall have procedures for processing referral claims. Ninety percent (90%) shall be processed within 45 days of receipt and ninety-nine percent (99%) shall be processed within 90 days of receipt.

STANDARD #4: MEDICAL RECORDKEEPING

THE PCO MAINTAINS A MEDICAL RECORDKEEPING SYSTEM NECESSARY TO FULLY DISCLOSE AND DOCUMENT THE EXTENT OF SERVICES BOTH ARRANGED FOR AND PROVIDED TO ENROLLED RECIPIENTS.

Measurement

- 4.1 PCOs must maintain an integrated medical record for each enrollee which documents all types of care delivered during and after office hours.
- 4.2 The medical record must include data which forms the basis of the diagnostic impression or the patient's chief complaint sufficient to justify any further diagnostic procedures, treatments, recommendations for return visits, and referrals. The medical record also must include:
 - (a) Patient's name, date of birth, sex, address phone number;
 - (b) Next of kin, sponsor, or responsible party;

(c) Medical history.

4.3 Data required for each recipient encounter shall be entered into the medical record and include, as applicable:

- (a) Date of service;
- (b) Name and title of person performing the service;
- (c) Pertinent findings on examination, diagnosis;
- (d) Medications administered or prescribed;
- (e) Referrals and results of referrals;
- (f) Description of treatment when applicable;
- (g) Recommendations for additional treatments or consultations;
- (h) Medical goods or supplies dispensed or prescribed (if any);
- (i) Tests performed and results;
- (j) Health education and medical social services provided;
- (k) Hospitalization order and discharge summaries for each hospitalization.

4.5 A medical recordkeeping system must be maintained that conforms with professional medical practice, permits internal medical audit, and facilitates an adequate system for follow-up treatment. These records shall be maintained for at least four years after the date of medical services for which claims are made or for such length of time as may be dictated by the generally accepted standards for recordkeeping within the applicable provider type, whichever time period is longer.

4.6 PCOs must maintain the confidentiality of medical record information and release such information only in accordance with 42 CFR 431 Subpart F.

4.7 PCOs shall cooperate with AFS representatives for the purposes of audits, inspection and examination of the medical records.

STANDARD #5: QUALITY ASSURANCE SYSTEM

THE PCO MUST HAVE AN INTERNAL QUALITY ASSURANCE PROGRAM BASED ON WRITTEN POLICIES, STANDARDS, AND PROCEDURES WHICH ARE IN ACCORDANCE WITH ACCEPTED STANDARD MEDICAL PRACTICES AND WITH ACCEPTED PROFESSIONAL STANDARDS.

Measurement

- 5.1 The PCO shall have a quality assurance committee composed of the medical director and other health professionals who are representative of the scope of the services delivered by the provider. Health professionals and consumers who are not regular staff members may be part of the committee.
- 5.2 The quality assurance committee shall conduct meetings at least twice a year.
- 5.3 The quality assurance committee shall include in its deliberations the following:
 - (a) Review of the PCO's written procedures and protocols of patient care;
 - (b) Review of patient care as measured against the PCO's written procedures and protocols of patient care. This review shall include a medical record review;
 - (c) Review of other aspects of the PCO's performance including, but not limited to: adequacy of medical recordkeeping; referral procedures; medication reviews; the appointment system; the after-hours call-in system; arrangements for emergency services; out-of-plan utilization; and physician/patient ratios;
 - (d) Review of persistent or significant grievances identified through the provider's grievance procedures;
 - (e) Review of quality assurance policies, standards, and procedures.
- 5.4 The PCO shall at each meeting of the committee:
 - (a) Make recommendations regarding corrective actions concerning problems identified through its review process; and
 - (b) Review results, progress, and effectiveness of corrective actions recommended at previous meetings.
- 5.5 The PCO shall adequately document the deliberations of each quality assurance committee meeting.



MULTNOMAH COUNTY OREGON

51-52
5160

BOARD OF COUNTY COMMISSIONERS
ROOM 605, COUNTY COURTHOUSE
1021 S.W. FOURTH AVENUE
PORTLAND, OREGON 97204

GLADYS McCOY • Chair • 248-3308
PAULINE ANDERSON • District 1 • 248-5220
GRETCHEN KAFOURY • District 2 • 248-5219
CAROLINE MILLER • District 3 • 248-5217
POLLY CASTERLINE • District 4 • 248-5213
JANE MCGARVIN • Clerk • 248-3277

June 23, 1988

Mr. Duane Zussy, Director
Department of Human Services
426 SW Stark
Portland, OR

Dear Mr. Zussy:

Be it remembered, that at a meeting of the Board of County Commissioners held June 23, 1988, the following action was taken:

In the matter of the ratification of an inter-)
governmental agreement with State Adult and Fam-)
ily Services whereby the State will reimburse the)
County for provision of dental services to Title)
19 eligible clients for the period of July 1,)
1988 through June 30, 1989 R-17)

Upon motion of Commissioner Anderson, duly seconded by Commissioner Kafoury, it is unanimously

ORDERED that said Intergovernmental Agreement be ratified.

Very truly yours,

BOARD OF COUNTY COMMISSIONERS

By *Jane McGarvin*
Jane McGarvin
Clerk of the Board

jm
cc: Budget
Finance
Harriet Weber
Purchasing
Health Services

DATE SUBMITTED _____

(For Clerk's Use)

Meeting Date 6/23/88

Agenda No. R-17

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: Ratification of Intergovernmental Agreement

Informal Only* _____
(Date)

Formal Only _____
(Date)

DEPARTMENT Department of Human Services
Office of County Chair DIVISION Health

CONTACT Dr. Richard Abrahamson TELEPHONE x3674

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD DUANE ZUSSY/SCOTT CLEMENT

BRIEF SUMMARY Should include other alternatives explored, if applicable, and clear statement of rationale for the action requested.

Ratification of an agreement with the State of Oregon Adult and Family Services Division whereby the State will reimburse the County for provision of dental services to Title 19 eligible clients for the period of July 1, 1988 through June 30, 1989.

COPY OF CONTRACT IS AVAILABLE AT THE CLERK OF THE BOARD

(IF ADDITIONAL SPACE IS NEEDED, PLEASE USE REVERSE SIDE)

ACTION REQUESTED:

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☐ POLICY DIRECTION ☒ RATIFICATION

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA _____

IMPACT:

PERSONNEL

☐ FISCAL/BUDGETARY

☐ GENERAL FUND

OTHER \$15,000 Federal/State

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: Glady's McCoy
Duane Zussy (w)

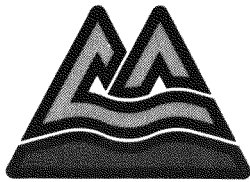
BUDGET / PERSONNEL: _____ / _____

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) Arminia/Bru

OTHER _____
(Purchasing, Facilities Management, etc.)

NOTE: If requesting unanimous consent, state situation requiring emergency action on back.

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1988 JUN 16 AM 8:12



MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES
HEALTH SERVICES DIVISION
426 S.W. STARK STREET, 7TH FLOOR
PORTLAND, OREGON 97204
(503) 248-3674

BOARD OF COUNTY COMMISSIONERS
GLADYS MCCOY • CHAIR OF THE BOARD
PAULINE ANDERSON • DISTRICT 1 COMMISSIONER
GRETCHEN KAFOURY • DISTRICT 2 COMMISSIONER
CAROLINE MILLER • DISTRICT 3 COMMISSIONER
POLLY CASTERLINE • DISTRICT 4 COMMISSIONER

MEMORANDUM

TO: Gladys McCoy
County Chair

VIA: Duane Zussy, Director *Duane Zussy (cc)*
Department of Human Services

FROM: Bill Odgaard, Director
Health Division

DATE: June 7, 1988

SUBJECT: Intergovernmental Revenue Agreement With State of Oregon Adult and
Family Services Division (AFS)

Recommendation: The Health Division and the Department of Human Services recommend County Chair approval and County Board ratification of this \$15,000 Intergovernmental Agreement with Adult and Family Services Division for the period July 1, 1988 to June 30, 1989.

Analysis: The state agrees to reimburse County up to a maximum of \$15,000 for providing dental care to eligible children receiving care at the NE and SE dental clinics. The state provides these funds for children who belong to either a Physician Care Organization (PCO) without dental benefits or do not belong to a Dental Care Organization (DCO). Multnomah County sponsors a Physician Care Organization with dental benefits and will provide dental care to these children if they can be scheduled. This agreement also insures reimbursement and eliminates the requirement that dental treatment be prior authorized.

Background: This contract has been renewed annually since approximately July 1, 1981.



MULTNOMAH COUNTY OREGON

CONTRACT APPROVAL FORM
(See instructions on reverse side)

FY 88-89

DHS #109

TYPE I

- ☒ Professional Services under \$10,000
☐ Revenue
☐ Grant Funding
☒ Intergovernmental Agreement

Amendment to above, Number 101568
 (Original Contract Amount \$30,000)

TYPE II

- ☐ Professional Services over \$10,000 (RFP, Exemption)
☐ PCRB Contract
☐ Maintenance Agreement
☐ Licensing Agreement

Amendment to above, Number _____
 (Original Contract Amount _____)

Contact Person Jim Kennedy Phone 3674 Date 6/8/88

Department Human Services Division Health Services Bldg/Room 160/7

Description of Contract State continues to reimburse for dental services provided to TITLE 19 clients

RFP/BID # _____ Date of RFP/BID _____ Date of Exemption _____

Reviewed For ☐ MBE ☐ FBE Participation Contractor is ☐ MBE ☐ FBE

Contractor Name Adult & Family Services

Mailing Address Public Service Building

Salem, OR 97310

Phone 378-5581

Employer ID# or SS# N/A

Effective Date July 1, 1988

Termination Date June 30, 1989

Total Amount of Agreement \$ ~~16,240~~ \$15,000

Payment Terms

- ☐ Lump Sum \$ _____
☐ Monthly \$ _____
☒ Other \$ invoice

☐ Requirements contract-requisition required
 Purchase Order No. _____

Required Signatures:

Department Head Diane Zusev (HSC)

Date 6/10/88

Purchasing Director N/A
 (Type II Contracts Only)

Date _____

County Counsel _____

Date _____

Budget Office _____

Date _____

County Executive/Sheriff _____

Date _____

TRANSACTION CODE	PO	AGENCY	PO DATE	ACCOUNTING PERIOD	BUDGET FY	ACTION					
VENDOR CODE		VENDOR NAME			TOTAL AMOUNT	\$					
LINE NO.	CONTRACT NUMBER	FUND	AGENCY	ORGANIZATION	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	DESCRIPTION	AMOUNT	INC/DEC IND
		156	010	0811				0516	2603 Rev Code	\$ Requirements	
		156	010	0812				0316	2603 Rev Code	\$ Requirements	
										\$	
										\$	

WHITE - PURCHASING

CANARY - INITIATOR

PINK - CLERK OF THE BOARD

GREEN - FINANCE

GOLDENROD - BUDGET



MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES
HEALTH SERVICES DIVISION
426 S.W. STARK STREET, 7TH FLOOR
PORTLAND, OREGON 97204
(503) 248-3674

BOARD OF COUNTY COMMISSIONERS
GLADYS MCCOY • CHAIR OF THE BOARD
PAULINE ANDERSON • DISTRICT 1 COMMISSIONER
GRETCHEN KAFOURY • DISTRICT 2 COMMISSIONER
CAROLINE MILLER • DISTRICT 3 COMMISSIONER
POLLY CASTERLINE • DISTRICT 4 COMMISSIONER

MEMORANDUM

TO: Gladys McCoy
County Chair

VIA: Duane Zussy, Director *Duane Zussy (cc)*
Department of Human Services

FROM: *Bill* Odegaard, Director
Health Division

DATE: June 7, 1988

SUBJECT: Intergovernmental Revenue Agreement With State of Oregon Adult and Family Services Division (AFS)

Recommendation: The Health Division and the Department of Human Services recommend County Chair approval and County Board ratification of this \$15,000 Intergovernmental Agreement with Adult and Family Services Division for the period July 1, 1988 to June 30, 1989.

Analysis: The state agrees to reimburse County up to a maximum of \$15,000 for providing dental care to eligible children receiving care at the NE and SE dental clinics. The state provides these funds for children who belong to either a Physician Care Organization (PCO) without dental benefits or do not belong to a Dental Care Organization (DCO). Multnomah County sponsors a Physician Care Organization with dental benefits and will provide dental care to these children if they can be scheduled. This agreement also insures reimbursement and eliminates the requirement that dental treatment be prior authorized.

Background: This contract has been renewed annually since approximately July 1, 1981.

[EN 0743K/p]

DATE SUBMITTED _____

(For Clerk's Use)

Meeting Date _____

Agenda No. _____

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: Ratification of Intergovernmental Agreement

Informal Only* _____
(Date)

Formal Only _____
(Date)

Department of Human Services
DEPARTMENT Office of County Chair DIVISION Health

CONTACT Dr. Richard Abrahamson TELEPHONE x3674

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD DUANE ZUSSY/SCOTT CLEMENT

BRIEF SUMMARY Should include other alternatives explored, if applicable, and clear statement of rationale for the action requested.

Ratification of an agreement with the State of Oregon Adult and Family Services Division whereby the State will reimburse the County for provision of dental services to Title 19 eligible clients for the period of July 1, 1988 through June 30, 1989.

COPY OF CONTRACT IS AVAILABLE AT THE CLERK OF THE BOARD

(IF ADDITIONAL SPACE IS NEEDED, PLEASE USE REVERSE SIDE)

ACTION REQUESTED:

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☐ POLICY DIRECTION ☒ RATIFICATION

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA _____

IMPACT:

PERSONNEL

☐ FISCAL/BUDGETARY

☐ GENERAL FUND

OTHER \$15,000 Federal/State

SIGNATURES:

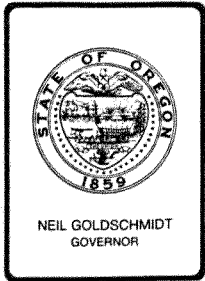
DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: Duane Zussy (MC)

BUDGET / PERSONNEL: _____ / _____

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) _____

OTHER _____
(Purchasing, Facilities Management, etc.)

NOTE: If requesting unanimous consent, state situation requiring emergency action on back.



Department of Human Resources

AFS Contract No. 80069

ADULT AND FAMILY SERVICES DIVISION

PUBLIC SERVICE BUILDING, SALEM, OREGON 97310

Medicheck Dental Services

This Contract is between the State of Oregon acting by and through its Adult and Family Services Division hereafter called Department, and Multnomah County, hereafter called Contractor.

1. Retirement System Status

Contractor is a contributing employer for the Public Employees' Retirement System and will be responsible for any federal or state taxes applicable to this payment.

2. Basic Purpose of Contract

To provide for Dental services to Medicheck eligible clients of Department within the limits of the Medicheck Program.

3. Statement of Work

- a. Contractor agrees to provide services authorized under the Dental/Denturist Services for AFS Medical Assistance Program which is in effect at the time services are performed.
- b. The above Dental/Denturist Services for AFS Medical Assistance Program is hereby incorporated into and made part of this Contract.

Begin: July 1, 1988

End: June 30, 1989

- c. In order to facilitate services, Department and Contractor also agree to the following processes and liaisons:

Mutually:

- (1) Have their liaison representatives meet when necessary to discuss problems of mutual concern:

Department will:

- (1) Assign representatives from the Multnomah Region as liaison to Contractor;
- (2) Refer eligible participants to Contractor as appropriate;
- (3) Process and pay authorized invoices submitted by Contractor without requirement for prior authorization in accord with published fee schedule.

Contractor will:

- (1) Assign supervisory level representatives from staff as liaison with the Multnomah Region of Department;
- (2) Record all referrals, from Department;
- (3) Maintain records of services and expenditures in program;
- (4) Provide Department with a report of services in such format and at such times as requested;
- (5) Without reimbursement from AFS provide dental diagnostic services and treatment, to that extent feasible, to eligible AFS clients should the total value of services billed for reimbursement from AFS exceed \$15,000.

4. Consideration

- a. Department agrees to pay Contractor at the fee rates stated in the AFS Dental/Denturist Services Guide not to exceed the sum of \$15,000 for accomplishment of the work.
- b. Interim payments shall be made to Contractor. Interim payments that are included as part of this Contract shall be made according to the following schedule: By invoice monthly with final invoices due no later than July 15, 1989.

5. Travel

Travel expenses based upon appropriate state rates shall not be reimbursed to the Contractor by the Department and are not included in the amount of consideration listed in 4. above. Travel expenses are estimated in the amount of \$ None.

6. Government Employment Status

- a. The Contractor certifies that it is not currently employed by the federal government.
- b. Contractor certifies it is a political subdivision of the State of Oregon.

7. Subcontracts

Contractor shall not enter into any subcontracts for any of the work scheduled under this Contract without obtaining prior written approval from the Department.

8. Dual Payment

Contractor shall not be compensated for work performed under this Contract from any other department of the State of Oregon.

9. Funds Available and Authorized

Department certifies at the time the contract is written that sufficient funds are available and authorized for expenditure to finance costs of this Contract within the Department's current appropriation or limitation.

10. Termination

This Contract may be terminated by mutual consent of both parties, or by either party upon 30 days' notice, in writing and delivered by certified mail or in person.

The Department may terminate this Contract effective upon delivery of written notice to the Contractor, or at such later date as may be established by the Department, under any of the following conditions:

- a. If Department funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services. When possible, and when agreed upon, the contract may be modified to accommodate a reduction in funds.
- b. If federal or state regulations or guidelines are modified or changed in such a way that the services are not longer allowable or appropriate for purchase under this Contract.
- c. If any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed.

Any such termination of this Contract shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

The Department by written notice of default (including breach of contract) to the Contractor may terminate the whole or any part of this Agreement:

- a. If the Contractor fails to provide services called for by this Contract within the time specified herein or any extension thereof; or
- b. If the Contractor fails to perform any of the other provisions of this Contract, or so fails to pursue the work as to endanger performance of this Contract in accordance with its terms, and after receipt of written notice from the Department, fails to correct such failures within 10 days or such longer period as the Department may authorize.

The rights and remedies of the Department provided in the above clause related to defaults (including breach of contract) by the Contractor shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

11. Access to Records

The Department, the SEcretary of State's Office of the State of Oregon, the federal government, and its duly authorized representatives shall have access to the books, documents, papers, and records of the Contractor which are directly pertinent to the specific contract for the purpose of making

audit, examination, excerpts, and transcripts.

12. Workers' Compensation Coverage

The Contractor is performing the contracted services with the help of others; the Contractor certifies that it has workers' compensation coverage and will keep it in force during the term of this Contract.

13. Ownership of Work Product

All work products of the Contractor which result from this Contract are the exclusive property of the Department.

14. Nondiscrimination

Contractor agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations.

(Copies are available from the Reference Supervisor, State Library; Supreme Court Library; Multnomah County Law Library; and University of Oregon Law Library.)

15. Special Federal Requirements

Contractor must comply with the relevant part of 45 CFR Part 74 including:

- a. Contractor agrees to comply with Executive Order 11246 entitled Equal Employment Opportunity as amended by Executive Order 11375 and as supplemented in Department of Labor Regulation 41 CFR Part 60. All subcontracts shall also comply with these provisions.
- b. Contractor shall maintain fiscal records and other records pertinent to this Contract. All fiscal records shall be maintained pursuant to accepted accounting standards and other records shall be maintained to the extent necessary to clearly reflect actions taken. Contractor further agrees to provide access to any books, documents, papers and records of Contractor which are pertinent to this Contract and, further, to allow the making of excerpts, transcripts, or performing audits or examination thereof. Such access shall be freely allowed to state and federal personnel and their duly authorized agents.

All such records shall be retained and kept accessible for three years following final payment and conclusion of all pending matters. All subcontracts shall also comply with these provisions.

In addition, the Contractor and his agents, employees and subcontractors shall maintain all such records fully confidential. Such confidential status shall be in compliance with the requirements stated in 45 CFR 205.50 and 42 CFR 431 subpart F.

- c. Contractor shall abide by all mandatory standards and policies which relate to energy efficiency and which are contained in the State of Oregon energy conservation plan which was issued in compliance with the Energy Policy and Conservation Act (PL94-165). All subcontracts shall also be in compliance with the foregoing.

16. Executive Department Approval

Executive Department and Department of Justice approval is not required before any work may begin under this Contract.

17. Hold Harmless Provision

Contractor agrees to indemnify, defend and hold harmless the State of Oregon and its officers, agents and employees from all claims, law suits and judgments of whatever nature brought against those parties which arise from the Contractor's performance of the provisions of this AGREEMENT. These indemnity provisions shall not require the Contractor to defend or indemnify the State against any action based solely on the alleged negligence of the State.

18. Contractor Data:

NAME: Multnomah County Department of Human Services
Community Health Services Division

ADDRESS: 426 Southwest Stark, Seventh Floor
Portland, OR 97204

SOCIAL SECURITY # N/A

CONTRACTOR CODE N/A

CONTRACTOR FEDERAL I.D.# 93-6002309

CONTRACTOR'S STATE I.D.# N/A

19. Entire Agreement

This Contract contains the entire agreement between the parties.

Changes may be made only through a written and timely executed amendment.

Contractor, by execution below, hereby certifies having read and understood the agreement and agrees to be bound by the terms of this Contract.

Signatures

CONTRACTOR by and through an
authorized official

STATE OF OREGON by and through its
Adult and Family Services Division

By _____

By _____

Title

Title

Date

Date

REVIEWED:

REVIEWED:

HSS Manager _____ Date _____

Budget/Program Authority _____ Date _____

Reviewed by AFS Contracts Manager _____ Date _____
(Initials)

APPROVED AS TO FORM:

County Counsel for
Multnomah County

by _____

"CERTIFICATE OF COMPLIANCE WITH TAX LAWS"

"I, the undersigned, being first duly sworn, duly authorized to act in behalf of, MULTNOMAH COUNTY, hereby certify under penalty of perjury that MULTNOMAH COUNTY is, to the best of my knowledge, not in violation of any Oregon tax laws. For purposes of this certificate, 'Oregon tax laws' are ORS chapters 118, 119, 314, 316, 317, 318, 320, 321 and 323 and sections 10 to 20, chapter 533, Oregon Laws 1981, as amended by chapter 16, Oregon Laws 1982 (first special session); the Homeowners and Renters Property Tax Relief Program under ORS 310.630 to 310.690; and any local tax laws administered by the Oregon Department of Revenue under ORS 305.620.

Name: _____

Printed Name: GLADYS MCCOY

Title or representative
capacity: COUNTY CHAIR

Date: _____

"Subscribed and sworn to before me this ____ day of _____
19__."

Notary Public for Oregon

My commission expires: _____

Federal Tax Payer I.D. # 93-6002309

State Tax Payer I.D. # _____



MULTNOMAH COUNTY OREGON

BOARD OF COUNTY COMMISSIONERS
ROOM 605, COUNTY COURTHOUSE
1021 S.W. FOURTH AVENUE
PORTLAND, OREGON 97204

GLADYS McCOY • Chair • 248-3308
PAULINE ANDERSON • District 1 • 248-5220
GRETCHEN KAFOURY • District 2 • 248-5219
CAROLINE MILLER • District 3 • 248-5217
POLLY CASTERLINE • District 4 • 248-5213
JANE MCGARVIN • Clerk • 248-3277

June 23, 1988

Mr. Duane Zussy, Director
Department of Human Services
426 SW Stark
Portland, OR

Dear Mr. Zussy:

Be it remembered, that at a meeting of the Board of County Commissioners held June 23, 1988, the following action was taken:

In the matter of the ratification of an inter-)
governmental agreement with Oregon Health Sciences)
University whereby University will provide phys-)
icians (chest fellows) to diagnose, treat, eval-)
uate and consult in County's T.B. Clinic at \$120)
for each half day clinic from July 1, 1988 to June)
30, 1989 R-18)

Upon motion of Commissioner Anderson, duly seconded by
Commissioner Kafoury, it is unanimously

ORDERED that said Intergovernmental Agreement be ratified.

Very truly yours,

BOARD OF COUNTY COMMISSIONERS

By Jane McGarvin
Jane McGarvin
Clerk of the Board

jm

cc: Budget
Finance
Purchasing
Harriet Weber
Health Services

DATE SUBMITTED _____

(For Clerk's Use)
Meeting Date 6/23/88
Agenda No. R-18

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: Ratification of Intergovernmental Agreement

Informal Only* _____
(Date)

Formal Only _____
(Date)

HUMAN SERVICES
DEPARTMENT OFFICE OF COUNTY CHAIR DIVISION HEALTH

CONTACT Gary L. Oxman, M.D. TELEPHONE 248-3674

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Duane Zussy/Scott Clement

BRIEF SUMMARY Should include other alternatives explored, if applicable, and clear statement of rationale for the action requested.

Request ratification of an intergovernmental agreement with Oregon Health Sciences University whereby University will provide physicians (chest fellows) to diagnose, treat, evaluate and consult in County's T.B. Clinic at \$120 for each half day clinic for July 1, 1988 to June 30, 1989.

(IF ADDITIONAL SPACE IS NEEDED, PLEASE USE REVERSE SIDE)

ACTION REQUESTED:

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☐ POLICY DIRECTION ☐ RATIFICATION

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA _____

IMPACT:

PERSONNEL

☐ FISCAL/BUDGETARY

☐ GENERAL FUND

OTHER _____

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: Bladys McCoy
Duane Zussy (w)

BUDGET / PERSONNEL: _____ / _____

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) Annina/Bur

OTHER _____

(Purchasing, Facilities Management, etc.)

NOTE: If requesting unanimous consent, state situation requiring emergency action on back.

BOARD OF
COUNTY COMMISSIONERS
1988 JUN 16 AM 8:11
MULTNOMAH COUNTY
OREGON



MULTNOMAH COUNTY OREGON

CONTRACT APPROVAL FORM

(See instructions on reverse side)

FY 88-89 DHS #106

TYPE I

- ☐ Professional Services under \$10,000
☐ Revenue
☐ Grant Funding
☒ Intergovernmental Agreement

Amendment to above, Number 101068
 (Original Contract Amount _____)

TYPE II

- ☐ Professional Services over \$10,000 (RFP, Exemption)
☐ PCRB Contract
☐ Maintenance Agreement
☐ Licensing Agreement

Amendment to above, Number _____
 (Original Contract Amount _____)

Contact Person JIM KENNEDY Phone X3674 Date 6/8/88

Department HUMAN SERVICES Division HEALTH Bldg/Room 160/8

Description of Contract Contractor agrees to continue to provide medical care at TB Clinic

RFP/BID # _____ Date of RFP/BID _____ Date of Exemption _____

Reviewed For ☐ MBE ☐ FBE Participation Contractor is ☐ MBE ☐ FBE

Contractor Name OREGON HEALTH SCIENCES UNIVERSITY
 Mailing Address DIVISION PULMONARY & CRITICAL CARE
3181 SW SAM JACKSON PARK RD, PORTLAND, OR 97201
 Phone 225-7680
 Employer ID# or SS# 93-0692164

Effective Date JULY 1, 1988

Termination Date JUNE 30, 1989

Total Amount of Agreement \$ REQUIREMENTS

Payment Terms

- ☐ Lump Sum \$ _____
☐ Monthly \$ _____
☒ Other \$ \$120 PER HALF DAY TB CLINIC UP TO A MAXIMUM OF 16 CLINICS

☐ Requirements contract-requisition required
 Purchase Order No. _____

Required Signatures:

Department Head Duane Tussy (DC) Date 6/10/88

Purchasing Director N/A Date _____
 (Type II Contracts Only)

County Counsel _____ Date _____

Budget Office _____ Date _____

County Executive/Sheriff _____ Date _____

TRANSACTION CODE	P.O.	AGENCY	PO DATE	m m d d y y	ACCOUNTING PERIOD	m m y y	BUDGET FY	y y	ACTION		
VENDOR CODE		VENDOR NAME			TOTAL AMOUNT		\$				
LINE NO.	CONTRACT NUMBER	FUND	AGENCY	ORGANIZATION	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	DESCRIPTION	AMOUNT	INC/ DEC IND
		156	010	0717		6110		0399		\$ REQUIREMENTS	
										\$	
										\$	
										\$	

WHITE - PURCHASING

CANARY - INITIATOR

PINK - CLERK OF THE BOARD

GREEN - FINANCE

GOLDENROD - BUDGET



MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES
HEALTH SERVICES DIVISION
426 S.W. STARK STREET, 7TH FLOOR
PORTLAND, OREGON 97204
(503) 248-3674

BOARD OF COUNTY COMMISSIONERS
GLADYS McCOY • CHAIR OF THE BOARD
PAULINE ANDERSON • DISTRICT 1 COMMISSIONER
GRETCHEN KAFOURY • DISTRICT 2 COMMISSIONER
CAROLINE MILLER • DISTRICT 3 COMMISSIONER
POLLY CASTERLINE • DISTRICT 4 COMMISSIONER

MEMORANDUM

TO: Gladys McCoy
County Chair

VIA: Duane Zussy, Director *Duane Zussy (m)*
Department of Human Services

FROM: *Bibi* Odegaard, Director
Health Division

DATE: June 8, 1988

SUBJECT: Intergovernmental Agreement With Oregon Health Sciences University

Recommendation: The Health Division and the Department of Human Services recommend County Chair approval and County Board ratification of this Intergovernmental Agreement with Oregon Health Sciences University for the period July 1, 1988, to June 30, 1989.

Analysis: Physicians in Oregon who wish to specialize in diseases of the chest must study for an additional two years after their two year residency and one year internship requirements are met. These "Chest Fellows" provide diagnosis, treatment, evaluation, and consultation in County's TB Clinic at \$120 for each half-day clinic. County physicians get access to University and VA Hospital staff consultations and Fellows get excellent learning exposure. \$1,200 County general funds have been budgeted for this cost.

Background: This contract has been renewed annually since July 1982. This Contractor has also been identified in the past as Medical Research Foundation.

Note: Health Division to process technical amendment to increase budget for this contract from \$1,200 to \$1,920.

DATE SUBMITTED _____

(For Clerk's Use)
Meeting Date _____
Agenda No. _____

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: Ratification of Intergovernmental Agreement

Informal Only* _____
(Date)

Formal Only _____
(Date)

HUMAN SERVICES
DEPARTMENT OFFICE OF COUNTY CHAIR DIVISION HEALTH

CONTACT Gary L. Oxman, M.D. TELEPHONE 248-3674

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Duane Zussy/Scott Clement

BRIEF SUMMARY Should include other alternatives explored, if applicable, and clear statement of rationale for the action requested.

Request ratification of an intergovernmental agreement with Oregon Health Sciences University whereby University will provide physicians (chest fellows) to diagnose, treat, evaluate and consult in County's T.B. Clinic at \$120 for each half day clinic for July 1, 1988 to June 30, 1989.

(IF ADDITIONAL SPACE IS NEEDED, PLEASE USE REVERSE SIDE)

ACTION REQUESTED:

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☐ POLICY DIRECTION ☐ RATIFICATION

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA _____

IMPACT:

PERSONNEL

☐ FISCAL/BUDGETARY

☐ GENERAL FUND

OTHER _____

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: Duane Zussy (w)

BUDGET / PERSONNEL: _____ / _____

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) _____

OTHER _____
(Purchasing, Facilities Management, etc.)

NOTE: If requesting unanimous consent, state situation requiring emergency action on back.

TB CLINIC AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT, made and entered into as of the _____ day of _____, 1988, by and between MULTNOMAH COUNTY, a home rule political subdivision of the State of Oregon (hereinafter referred to as "COUNTY"), and the OREGON HEALTH SCIENCES UNIVERSITY, acting by and through Oregon State Board of Higher Education on behalf of the State of Oregon (hereinafter referred to as "UNIVERSITY").

W I T N E S S E T H :

WHEREAS, UNIVERSITY has the responsibility to train physicians to diagnose and treat pulmonary diseases; and

WHEREAS, COUNTY has the responsibility to operate a Tuberculosis (TB) clinic; and

WHEREAS, it is mutually beneficial to both parties to enter into an agreement under those terms and conditions set forth, now, therefore,

IN CONSIDERATION of those mutual promises and the conditions set forth hereafter, the parties agree as follows:

1. Term.

The term of this Agreement shall be from July 1, 1988, through and including June 30, 1989, subject to earlier termination under Section 5 hereof.

2. Services.

A. COUNTY's services under this Agreement shall consist of the following:

- 1) Administer, fund, staff, and schedule patients for its TB clinic.
- 2) Inform UNIVERSITY of any changes or modifications to TB Clinic hours.

B. UNIVERSITY's services under this Agreement shall consist of the following:

Schedule physicians ("chest fellows") in training to staff up to a maximum of sixteen (16) half-day TB clinics to provide diagnosis, treatment, evaluation, and consultation services in COUNTY's TB Clinic.

3. Compensation.

A. COUNTY agrees to pay UNIVERSITY for the performance of those services provided hereunder, which payment shall be based upon the following applicable terms:

\$120 per clinic

B. COUNTY certifies that sufficient funds are available and authorized to finance the costs of this Agreement.

C. COUNTY will verify clinic hours and send payments quarterly.

4. UNIVERSITY Is Independent Contractor.

A. UNIVERSITY is an independent contractor and is solely responsible for the provision of services as provided under this Agreement. UNIVERSITY, its agents, and employees shall not be considered employees or agents of COUNTY for any purpose.

B. UNIVERSITY shall hold and save harmless COUNTY, its officers, agents, and employees from damages arising out of the tortious acts of UNIVERSITY, or its officers, agents, and employees acting within the scope of their employment and duties in performance of this Agreement subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and the Oregon Constitution, Article XI, Section 7. COUNTY shall hold and save harmless UNIVERSITY, its officers, agents, and employees from damages arising out of the tortious acts of COUNTY, or its officers, agents, and employees acting within the scope of their employment and duties in performance of this Agreement subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and any applicable provisions of the Oregon Constitution.

5. Early Termination.

A. This Agreement may be terminated prior to the expiration of the agreed-upon term:

1. By mutual written consent of the parties; or

2. By either party upon 30 days' written notice to the other, delivered by certified mail or in person.

B. Payment to UNIVERSITY will include all clinics through the day of termination and shall be in full satisfaction of all claims by UNIVERSITY against COUNTY under this Agreement.

C. Termination under any provision of this paragraph shall not affect any right, obligation or liability of UNIVERSITY or COUNTY which accrued prior to such termination.

D. Any notice provided for in this Agreement shall be served upon COUNTY by delivery to Director, Health Division, 426 SW Stark, 8th Floor, Portland, Oregon 97204 and upon UNIVERSITY by delivery to Oregon Health Sciences University, Director, Division of Pulmonary and Critical Care Medicine, UHN 3321, 3181 SW Sam Jackson, Portland, Oregon 97201.

6. Compliance to Law.

A. In connection with its activities under this Agreement, UNIVERSITY agrees to comply with all applicable federal, state, and local laws including but not limited to laws, rules, and regulations concerning equal employment opportunity, nondiscrimination in service delivery, and affirmative action.

7. Workers' Compensation Insurance

UNIVERSITY shall obtain Workers' Compensation coverage for all its workers and employees, either as a carrier insured employer or a self-insured employer as provided by ORS Chapter 656, prior; to the execution of this Agreement. UNIVERSITY further agrees to maintain such coverage for the duration of this Agreement.

8. Oregon Law and Forum.

This Agreement shall be construed according to the law of the state of Oregon.

9. Waiver of Default.

Waiver of a default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the provisions of this Agreement.

10. Audit of Payments.

COUNTY either directly or through a designated representative may audit the records of UNIVERSITY at any time during the three year period from the date of completion or termination of this Agreement. This audit shall only be directed to services provided by UNIVERSITY and payments provided by COUNTY under terms of this Agreement. If an audit discloses that payments to UNIVERSITY were in excess of the amount to which UNIVERSITY was entitled, UNIVERSITY shall repay the amount of excess to COUNTY. Repayment shall be made in a manner specified by COUNTY.

11. Record Confidentiality.

UNIVERSITY agrees to keep all COUNTY client records confidential in accordance with the applicable provisions of state law.

12. Assignment.

This Agreement may not be assigned by UNIVERSITY without prior written consent of COUNTY.

13. Modification.

Any modification of the provisions of this Agreement shall be reduced to writing and signed by the parties.

14. Integration.

This Agreement contains the entire Agreement between the parties and supersedes all prior written or oral discussions or Agreements.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly appointed officers the date first written above.

OREGON HEALTH SCIENCES UNIVERSITY

MULTNOMAH COUNTY, OREGON

By

Miles J. Edwards

By

Gladys McCoy, Multnomah County Chair

Date

May 26, 1988

Date

APPROVED TO AS FORM:
LAURENCE KRESSEL
County Counsel
for Multnomah County, Oregon

By

Deputy County Counsel

Date



MULTNOMAH COUNTY OREGON

52
5160

BOARD OF COUNTY COMMISSIONERS
ROOM 605, COUNTY COURTHOUSE
1021 S.W. FOURTH AVENUE
PORTLAND, OREGON 97204

GLADYS McCOY • Chair • 248-3308
PAULINE ANDERSON • District 1 • 248-5220
GRETCHEN KAFOURY • District 2 • 248-5219
CAROLINE MILLER • District 3 • 248-5217
POLLY CASTERLINE • District 4 • 248-5213
JANE MCGARVIN • Clerk • 248-3277

June 23, 1988

Mr. Duane Zussy, Director
Department of Human Services
426 SW Stark
Portland, OR

Dear Mr. Zussy:

Be it remembered, that at a meeting of the Board of County Commissioners held June 23, 1988, the following action was taken:

In the matter of the ratification of an inter-
governmental agreement with Oregon Health Sciences
University whereby the University will continue to
provide dental care for low income County resi-
dents from July 1, 1988 through June 30, 1989) R-19

Upon motion of Commissioner Anderson, duly seconded by
Commissioner Kafoury, it is unanimously

ORDERED that said Intergovernmental Agreement be ratified.

Very truly yours,

BOARD OF COUNTY COMMISSIONERS

By Jane McGarvin
Jane McGarvin
Clerk of the Board

jm
cc: Budget
Finance
Purchasing
Harriet Weber
Health Services

DATE SUBMITTED _____

(For Clerk's Use)

Meeting Date 6/23/88
Agenda No. R-19

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: Ratification of Intergovernmental Agreement

Informal Only* _____
(Date)

Formal Only June 19, 1986
(Date)

DEPARTMENT Dept. of Human Services/
Office of County Chair DIVISION Health

CONTACT Dr. Richard Abrahamson TELEPHONE 3674

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD DUANE ZUSSY/SCOTT CLEMENT

BRIEF SUMMARY Should include other alternatives explored, if applicable, and clear statement of rationale for the action requested.

Ratification of an agreement with Oregon Health Sciences University whereby the University will continue to provide dental care for low income County residents from July 1, 1988 through June 30, 1989.

COPY OF THE CONTRACT IS AVAILABLE AT THE CLERK OF THE BOARD

(IF ADDITIONAL SPACE IS NEEDED, PLEASE USE REVERSE SIDE)

ACTION REQUESTED:

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☐ POLICY DIRECTION ☒ RATIFICATION

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA _____

IMPACT:

PERSONNEL

☐ FISCAL/BUDGETARY

☐ GENERAL FUND

OTHER _____

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: Gladys Mc
Duane Zussy

BUDGET / PERSONNEL: _____ / _____

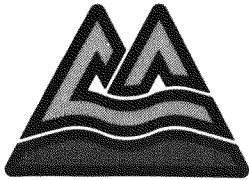
COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) Armandy Br

OTHER _____

(Purchasing, Facilities Management, etc.)

NOTE: If requesting unanimous consent, state situation requiring emergency action on back.

1988 JUN 16 8 11 AM
MULTNOMAH COUNTY
OREGON
BOARD OF
COUNTY COMMISSIONERS



MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES
HEALTH SERVICES DIVISION
426 S.W. STARK STREET, 7TH FLOOR
PORTLAND, OREGON 97204
(503) 248-3674

BOARD OF COUNTY COMMISSIONERS
GLADYS McCOY • CHAIR OF THE BOARD
PAULINE ANDERSON • DISTRICT 1 COMMISSIONER
GRETCHEN KAFOURY • DISTRICT 2 COMMISSIONER
CAROLINE MILLER • DISTRICT 3 COMMISSIONER
POLLY CASTERLINE • DISTRICT 4 COMMISSIONER

MEMORANDUM

TO: Gladys McCoy
Multnomah County Chair

VIA: Duane Zussy, Director *Duane Zussy (PC)*
Department of Human Services

FROM: *Belle* Billi Odegaard, Director
Health Services Division

DATE: June 8, 1988

SUBJECT: Agreement with Oregon Health Services University (OHSU)

Recommendation: The Health Division and the Department of Human Services recommend County Chair approval and County Board ratification of this intergovernmental agreement with Oregon Health Sciences University for the period July 1, 1988 to June 30, 1989.

Analysis: This \$245,923 agreement supports the Cleve Allen Dental Center on N. Russell Street in Portland. Five hundred low income county residents per month receive dental care. These funds are received from the Primary Care "330" grant. There are not county general funds involved.

Background: This contract has been renewed annually since approximately July 1976.

[KK-0701K/p]



MULTNOMAH COUNTY OREGON

CONTRACT APPROVAL FORM

(See instructions on reverse side)

DHS # 110 88-89

TYPE I

- ☐ Professional Services under \$10,000
☐ Revenue
☐ Grant Funding
☒ Intergovernmental Agreement

Amendment to above, Number 101388
 (Original Contract Amount \$297,450)

TYPE II

- ☐ Professional Services over \$10,000 (RFP, Exemption)
☐ PCRB Contract
☐ Maintenance Agreement
☐ Licensing Agreement

Amendment to above, Number _____
 (Original Contract Amount _____)

CLK
of
BD

Contact Person Kennedy Phone 3674 Date 6/8/88

Department Human Services Division Health Services Bldg/Room 160/7

Description of Contract Contractor continues to provide dental care to 500 low income residents per month

RFP/BID # _____ Date of RFP/BID _____ Date of Exemption _____

Reviewed For ☐ MBE ☐ FBE Participation Contractor is ☐ MBE ☐ FBE

Contractor Name OHSU
 Mailing Address 3181 SW Sam Jackson Park Road
Portland, OR 97201
 Phone 225-8803
 Employer ID# or SS# 93-6001786W

Effective Date July 1, 1988

Termination Date June 30, 1989

Total Amount of Agreement \$ 245,923

Payment Terms

- ☐ Lump Sum \$ _____
☒ Monthly \$ 20,493.58
☐ Other \$ _____

☐ Requirements contract-requisition required
 Purchase Order No. _____

Required Signatures:

Department Head Duane Zussy (DC) Date 6/10/88

Purchasing Director N/A Date _____
 (Type II Contracts Only)

County Counsel _____ Date _____

Budget Office _____ Date _____

County Executive/Sheriff _____ Date _____

TRANSACTION CODE	P.O.	AGENCY	PO DATE	m m d d y y	ACCOUNTING PERIOD	m m y y	BUDGET FY	y y	ACTION		
VENDOR CODE		VENDOR NAME			TOTAL AMOUNT		\$		<input type="checkbox"/> Original Entry (E) <input type="checkbox"/> Adjustment (M)		
LINE NO.	CONTRACT NUMBER	FUND	AGENCY	ORGANIZATION	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	DESCRIPTION	AMOUNT	INC/DEC IND
		156	010	0810	6110			0300		\$ 245,923	
										\$	
										\$	
										\$	

WHITE - PURCHASING

CANARY - INITIATOR

PINK - CLERK OF THE BOARD

GREEN - FINANCE

GOLDENROD - BUDGET



MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES
HEALTH SERVICES DIVISION
426 S.W. STARK STREET, 7TH FLOOR
PORTLAND, OREGON 97204
(503) 248-3674

BOARD OF COUNTY COMMISSIONERS
GLADYS MCCOY • CHAIR OF THE BOARD
PAULINE ANDERSON • DISTRICT 1 COMMISSIONER
GRETCHEN KAFOURY • DISTRICT 2 COMMISSIONER
CAROLINE MILLER • DISTRICT 3 COMMISSIONER
POLLY CASTERLINE • DISTRICT 4 COMMISSIONER

MEMORANDUM

TO: Gladys McCoy
Multnomah County Chair

VIA: Duane Zussy, Director *Duane Zussy (pc)*
Department of Human Services

FROM: *B. Odegaard*
B. Odegaard, Director
Health Services Division

DATE: June 8, 1988

SUBJECT: Agreement with Oregon Health Services University (OHSU)

Recommendation: The Health Division and the Department of Human Services recommend County Chair approval and County Board ratification of this intergovernmental agreement with Oregon Health Sciences University for the period July 1, 1988 to June 30, 1989.

Analysis: This \$245,923 agreement supports the Cleve Allen Dental Center on N. Russell Street in Portland. Five hundred low income county residents per month receive dental care. These funds are received from the Primary Care "330" grant. There are not county general funds involved.

Background: This contract has been renewed annually since approximately July 1976.

[KK-0701K/p]

DATE SUBMITTED _____

(For Clerk's Use)

Meeting Date _____

Agenda No. _____

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: Ratification of Intergovernmental Agreement

Informal Only* _____
(Date)

Formal Only June 19, 1986
(Date)

DEPARTMENT Dept. of Human Services/
Office of County Chair DIVISION Health

CONTACT Dr. Richard Abrahamson TELEPHONE 3674

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD DUANE ZUSSY/SCOTT CLEMENT

BRIEF SUMMARY Should include other alternatives explored, if applicable, and clear statement of rationale for the action requested.

Ratification of an agreement with Oregon Health Sciences University whereby the University will continue to provide dental care for low income County residents from July 1, 1988 through June 30, 1989.

COPY OF THE CONTRACT IS AVAILABLE AT THE CLERK OF THE BOARD

(IF ADDITIONAL SPACE IS NEEDED, PLEASE USE REVERSE SIDE)

ACTION REQUESTED:

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☐ POLICY DIRECTION ☒ RATIFICATION

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA _____

IMPACT:

PERSONNEL

☐ FISCAL/BUDGETARY

☐ GENERAL FUND

OTHER _____

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: Duane Zussy (D)

BUDGET / PERSONNEL: _____ / _____

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) _____

OTHER _____
(Purchasing, Facilities Management, etc.)

NOTE: If requesting unanimous consent, state situation requiring emergency action on back.

MULTNOMAH COUNTY
AND
OREGON HEALTH SCIENCES UNIVERSITY
DENTAL SERVICE AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT made and entered into this ____ day of _____, 1988, by and between MULTNOMAH COUNTY, a political subdivision of the State of Oregon (hereinafter referred to as "COUNTY") and the OREGON HEALTH SCIENCES UNIVERSITY, acting by and through the Oregon State Board of Higher Education on behalf of the State of Oregon (hereinafter referred to as "UNIVERSITY").

W I T N E S S E T H:

WHEREAS, UNIVERSITY is providing dental services through its School of Dentistry at the Cleve Allen Dental Center (Russell Street Dental Center), located at 214 North Russell Street, Portland, Oregon; and

WHEREAS, COUNTY receives FEDERAL funds to purchase dental services for low-income COUNTY residents through an Agreement with UNIVERSITY;

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS herein contained, the parties hereto agree as follows:

1. TERM

The term of this Agreement shall be from July 1, 1988, through and including June 30, 1989, subject to earlier termination under Section 11 hereof.

2. DEFINITION

As used in this Agreement:

A. "Center" shall mean the Cleve Allen Dental Center

B. "Dental Services" shall (except as expressly limited by Attachment B) mean those professional services provided by dentists, students, and parodontal personnel, including diagnostic, preventive, surgical, and therapeutic services which are prescribed and directed by dentists and performed by dentists, students, and parodontal personnel.

C. "Third-Party Payor" means parties such as insurance organizations, Medicare, Medicaid, or individuals which make payments for dental services rendered to patients.

D. "Professional Advisory Committee" means the advisory group composed of individuals representing private and academic dental practice and professional dental organizations, selected by University, who shall review the results of the quality review program and arbitrate questions of professional care.

E. "Contact Person" means the representatives of each party. The contact person at the County will be the Dental Health Director. The contact person at the University will be the Dental Project Director.

3. ELIGIBILITY

UNIVERSITY will provide dental services to patients who meet the income criteria on the attached FY 88-89 Discount Schedule (See Attachment C).

4. SERVICES

A. UNIVERSITY will provide comprehensive dental care services as described in Attachment A.

B. UNIVERSITY will provide dental services of a quality that is commensurate with the quality of dental care provided to the general public by private dentists in the Portland area.

5. REIMBURSEMENT

A. COUNTY will reimburse UNIVERSITY up to a maximum of \$245,923 authorized for dental services at UNIVERSITY by a Department of Health and Human Services, Public Health Service Region X (DHHS) grant to COUNTY. As of July 1, 1988, COUNTY will initiate processing for a COUNTY warrant for UNIVERSITY in the amount of \$20,493.58 by the 5th working day of each month following the delivery of services (July's payment will be initiated before August 5, 1988). The final June payment will be reconciled to yearly actual expenditures. UNIVERSITY will submit quarterly financial and performance reports no later than 30-calendar days following the end of each quarter.

B. UNIVERSITY will take reasonable steps to ascertain third-party coverage of all patients and will make reasonable efforts to obtain reimbursement for covered services.

C. UNIVERSITY will charge patients for dental services rendered using the FY 88-89 Discount Schedule (Attachment C).

6. DENTAL AND DENTAL HYGIENE STUDENTS

A. By this Agreement, both parties recognize the teaching opportunities presented by Center, as well as the potential for increased patient care afforded by access to health professional students.

B. UNIVERSITY may allow up to four (4) dental or dental hygiene students to engage in clinical practices at Center on any regularly scheduled working day, provided that the following conditions are satisfied.

1) Students will be supervised by a faculty dentist duly authorized by UNIVERSITY, within the constraints of the law, to supervise clinical treatment.

2) Center patients will always be informed when a student will be providing treatment. Any Center patient who wishes to refuse services from a student may do so.

7. RECORDS

A. Records will be the property and responsibility of UNIVERSITY during the period of this Agreement; however, where authorized by or on behalf of the patient or where permitted or required by law, COUNTY shall have the right to examine such records and to make copies thereof at its cost.

B. UNIVERSITY will submit to COUNTY such financial, statistical, and narrative reports as may be required to meet DHHS reporting requirements currently known as Bureau of Community Health Services Reporting Requirements, or as subsequently amended by DHHS. Such reports will be submitted to COUNTY within twenty (20) working days following the end of each calendar quarter. If additional reports are developed for Center management, UNIVERSITY will make them available to COUNTY.

8. GRIEVANCES

A. Grievances involving professional care not satisfactorily resolved among patients, COUNTY and UNIVERSITY will be referred to Center's Professional Advisory Committee or the Multnomah County Dental Association Peer Review Committee for resolution.

B. Major Disaster or Epidemic. In the event of any major disaster or epidemic, UNIVERSITY shall render dental services insofar as practical, according to its best judgement, within the limitations of such facilities and personnel as are then available, but UNIVERSITY shall have no liability or obligation for delay or failure to provide dental services due to lack of available facilities or personnel if such lack is the result of such disaster or epidemic.

C. Circumstances Beyond University's Control. In the event that, due to circumstances not reasonably within the control of UNIVERSITY, such as complete or partial destruction of facilities, war, riot, civil insurrection, labor disputes, disability of a significant part of UNIVERSITY personnel, or similar causes, the rendition of Dental Services hereunder is delayed or rendered impractical, UNIVERSITY shall have no liability or obligation on account of such delay or such failure to provide services.

9. OREGON LAW AND FORUM

This Agreement shall be construed according to the law of the State of Oregon.

10. WAIVER OF DEFAULT

Waiver of a default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

11. EARLY TERMINATION

A. This Agreement may be terminated prior to the expiration of the agreed-upon term:

1) Immediately by mutual written consent of the parties, or at such time as the parties provide; or

2) By either party upon sixty (60) calendar days' written notice to the other, delivered by certified mail or in person; or

3) Both parties agree that this Agreement is subject to the availability of FEDERAL funds. In the event that funds cease to be available to COUNTY in the amounts anticipated, COUNTY may renegotiate payment and service requirements, or terminate this Agreement. Reduction or termination will not effect payment for allowable expenses prior to the effective date of such action.

4) By COUNTY effective upon delivery of written notice to UNIVERSITY by certified mail or in person under any of the following conditions:

a) Upon notice of denial, revocation, suspension or nonrenewal of any license or certificate required by law or regulation to be held by UNIVERSITY.

b) Upon notice if UNIVERSITY fails to deliver services specified in this Agreement, or if UNIVERSITY fails to continue to provide service for the entire Agreement period.

c) Upon notice if COUNTY has evidence that UNIVERSITY has endangered or is endangering the health and/or safety of clients, staff, or the public.

B. Payment to UNIVERSITY will include all services provided through the day of termination and shall be in full satisfaction of all claims by UNIVERSITY against COUNTY under this Agreement.

C. Termination under any provision of this paragraph shall not affect any right, obligation or liability of UNIVERSITY or COUNTY which accrued prior to such termination.

12. RESEARCH

A. UNIVERSITY will inform both COUNTY and patients, or person(s) legally responsible for payments of any clinical dental investigations, experiments, or research proposed.

B. Any such investigations, experiments, or research shall be limited by and conducted in accordance with law and accepted medical and dental standards relating to such research. Any investigations, experiments, or research involving human subjects shall be subject to approval by the UNIVERSITY'S Committee on Human Research.

C. Written consent for any investigations, experiments, or research shall be obtained from patients or person(s) legally responsible for the patient.

13. COMPLIANCE WITH LAW

In connection with its activities under this Agreement, UNIVERSITY agrees to comply with all applicable federal, state, and local laws including but not limited to laws, rules, and regulations concerning equal employment opportunity, nondiscrimination in service delivery, and affirmative action.

14. WORKERS' COMPENSATION INSURANCE

UNIVERSITY shall obtain Workers' Compensation coverage for all its workers and employees, either as a carrier insured employer or a self-insured employer as provided by ORS Chapter 656, prior to the execution of this Agreement. UNIVERSITY further agrees to maintain such coverage for the duration of this Agreement.

15. UNIVERSITY IS INDEPENDENT CONTRACTOR

A. UNIVERSITY is an independent CONTRACTOR and is solely responsible for the provision of services as provided under this Agreement. UNIVERSITY, its agents, and employees shall not be considered employees or agents of COUNTY for any purpose.

B. UNIVERSITY shall hold and save harmless COUNTY, its officers, agents, and employees from damages arising out of the tortious acts of UNIVERSITY, or its officers, agents, and employees acting within the scope of their employment and duties in performance of this Agreement subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and the Oregon Constitution, Article XI, Section 7. COUNTY shall hold and save harmless UNIVERSITY, its officers, agents, and employees from damages arising out of the tortious acts of COUNTY, or its officers, agents, and employees acting within the scope of their employment and duties in performance of this Agreement subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and any applicable provisions of the Oregon Constitution.

16. LIABILITY INSURANCE

UNIVERSITY shall maintain coverage for not less than \$100,000 dollars for personal injury to each person, \$300,000 dollars for each occurrence, an \$300,000 for each occurrence involving property damage; or a single limit policy of not less than \$300,000 dollars covering all claims per occurrence.

17. AUDIT OF PAYMENTS

COUNTY either directly or through a designated representative may audit the records of UNIVERSITY at any time during the three year period from the date of completion or termination of this Agreement. This audit shall only be

directed to services provided by UNIVERSITY and payments provided by COUNTY under terms of this Agreement. If an audit discloses that payments to UNIVERSITY were in excess of the amount to which UNIVERSITY was entitled, UNIVERSITY shall repay the amount of excess to COUNTY. Repayment shall be made in a manner specified by COUNTY.

18. RECORD CONFIDENTIALITY

A. UNIVERSITY agrees to keep all client records confidential in accordance with the applicable provisions of state law.

B. The use or disclosure by any part of any information concerning a patient for any purpose not directly connected with the administration of the COUNTY or UNIVERSITY'S responsibilities with respect to services provided under this Agreement is prohibited except on written consent of the patient, his/her attorney, or the person legally responsible for the patient.

C. Only upon receipt of written consent from the patient, his/her attorney, or the person legally responsible for the patient, or where required by law, will UNIVERSITY provide access to patient's records.

19. ASSIGNMENT

This Agreement may not be assigned by UNIVERSITY without prior written consent of COUNTY.

20. MODIFICATION

Any modification of the provisions of this Agreement shall be reduced to writing and signed by the parties.

21. INTEGRATION

This Agreement contains the entire Agreement between the parties and supersedes all prior written or oral discussions or Agreements.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly appointed officers the date first written above.

MULTNOMAH COUNTY, OREGON

OREGON HEALTH SCIENCES UNIVERSITY

By _____
Gladys McCoy
Multnomah County Chair

By _____

Date _____

Date _____

Federal I.D. # 936001768W

APPROVED AS TO FORM:

Laurence Kressel
County Counsel for
Multnomah County, Oregon

By _____
Deputy County Counsel

**ATTACHMENT A
DENTAL CARE BENEFITS**

The following dental services will be provided by the University's School of Dentistry at the Cleve Allen Dental Center (CADC) in Portland. Dental services provided at other facilities will not be covered unless specifically authorized by CADC staff. All services are subject to the section on Exclusions and Limitations.

PROVIDED SERVICES	BENEFIT COVERAGE
Dental Examinations	Provided in full at CADC
Diagnosis and Treatment Plan	Provided in full at CADC
Patient Counseling and Preventive Procedures	Provided in full at CADC
Emergency Care for Acute Conditions	Provided in full at CADC
Oral Surgery	Provided in full at CADC
Preventive Maintenance	Provided in full at CADC
Restorative Dentistry	Provided at CADC; salvageable carious teeth restored to functional acceptability. Porcelain and gold fillings provided only when teeth cannot be adequately restored by any other filling material.
Prosthetic Appliances	Provided at CADC; includes full or partial dentures, bridges and space maintainers. Minimum copayment equal to laboratory fee required. Full or partial dentures provided at selected nursing homes by CADC staff.
Endodontics	Provided at CADC; limited to two teeth.
Periodontics	Provided at CADC; excludes periodontal surgery.

ATTACHMENT B
LIMITATIONS AND EXCLUSIONS

A. EXCLUSIONS

1. Any dental condition for which a benefit is payable under worker's compensation laws, occupational disease laws, employers liability laws or other laws or insurance or self-insurance with similar purposes, whether or not the benefit is actually paid or applied for is not covered.
2. Any dental condition resulting from services in the armed forces of any country or from war, either declared or undeclared, is not covered.
3. Any services or materials which are paid for or made available by any State or Federal agency or under any law and for which enrollees are not required to pay are not covered.
4. Any services or materials furnished by State mental hospitals or by the Veterans Administration of the United States are not covered.
5. Any procedure or treatment which is not generally accepted by the dental profession is not covered.
6. Dental services provided for purely cosmetic reasons are not covered.
7. Services of dentists who are not on the staff of the Cleve Allen Dental Center, except with prior approval of CADC staff, are not covered.
8. Any procedures which require treatment at institutions providing specialized facilities, except with prior approval of CADC staff, are not covered.
9. Orthodontic treatment, other than extractions connected therewith or appliances for maintaining and regaining space, is not covered.
10. Any procedures that require treatment of conditions that are the result of congenital or developmental malformations are not covered.
11. Periodontal surgery is not covered.
12. Prescribed medications are not covered.

B. LIMITATIONS

1. Endodontics - limited to 2 teeth.
2. Fixed crowns and bridges - limited to 2 abutments and pontics; not to exceed 4 units total. Minimum copayment is to be equal to the laboratory fee.
3. Additional endodontics, crown and bridge, periodontal surgery and minor orthodontics are available to enrollees on a space available basis and charged at full fee in accordance with the currently established fee schedule.

ATTACHMENT C

FY 88-89

DISCOUNT SCHEDULE

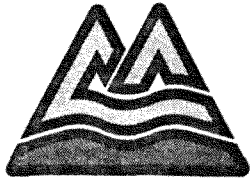
Based on Monthly GROSS Family Income and Family Size*

PATIENT CATEGORY BY MONTHLY GROSS INCOME RANGE

< - - - - - payor level - - - - - >

FAMILY SIZE		MINIMUM CHARGE	25% OF FULL AMOUNT	50% OF FULL AMOUNT	75% OF FULL AMOUNT	100% OF FULL AMOUNT
	1	0 - 481	482 - 640	641 - 798	799 - 962	963 +
	2	0 - 644	645 - 857	858 - 1,069	1,070 - 1,288	1,289 +
	3	0 - 808	809 - 1,074	1,075 - 1,340	1,341 - 1,615	1,616 +
	4	0 - 971	972 - 1,291	1,292 - 1,612	1,613 - 1,942	1,943 +
	5	0 - 1,134	1,135 - 1,508	1,509 - 1,883	1,884 - 2,268	2,269 +
	6	0 - 1,298	1,299 - 1,726	1,727 - 2,154	2,155 - 2,595	2,596 +
	7	0 - 1,461	1,462 - 1,943	1,944 - 2,425	2,426 - 2,922	2,923 +
	8	0 - 1,624	1,625 - 2,160	2,161 - 2,696	2,697 - 3,248	3,249 +
	9	0 - 1,788	1,789 - 2,377	2,378 - 2,967	2,968 - 3,575	3,576 +
V	10	0 - 1,951	1,952 - 2,595	2,596 - 3,238	3,239 - 3,902	3,903 +

* Based on poverty guidelines issued in the February, 12 1988 Federal Register,
Volume 53, No. 29.



MULTNOMAH COUNTY OREGON

52
5160

BOARD OF COUNTY COMMISSIONERS
ROOM 605, COUNTY COURTHOUSE
1021 S.W. FOURTH AVENUE
PORTLAND, OREGON 97204

GLADYS McCOY • Chair • 248-3308
PAULINE ANDERSON • District 1 • 248-5220
GRETCHEN KAFOURY • District 2 • 248-5219
CAROLINE MILLER • District 3 • 248-5217
POLLY CASTERLINE • District 4 • 248-5213
JANE McGARVIN • Clerk • 248-3277

June 23, 1988

Mr. Duane Zussy, Director
Department of Human Services
426 SW Stark
Portland, OR

Dear Mr. Zussy:

Be it remembered, that at a meeting of the Board of County Commissioners held June 23, 1988, the following action was taken:

In the matter of the ratification of an inter-)
governmental agreement with Oregon Health Sciences)
University whereby University will develop stand-)
ard operating procedures for the Emergency Medical)
on-line medical direction system and trauma com-)
munications coordination system; establish a peer)
review process; provide in-service training for)
Emergency Medical Technicians from July 1, 1988 to)
June 30, 1989 R-20)

Upon motion of Commissioner Anderson, duly seconded by
Commissioner Kafoury, it is unanimously

ORDERED that said Intergovernmental Agreement be ratified.

Very truly yours,

BOARD OF COUNTY COMMISSIONERS

By Jane McGarvin
Jane McGarvin
Clerk of the Board

jm

cc: Budget
Finance
Purchasing
Harriet Weber
Health Services

DATE SUBMITTED _____

(For Clerk's Use)

Meeting Date 6/23/88

Agenda No. R-20

REQUEST FOR PLACEMENT ON THE AGENDA

RATIFICATION OF

Subject: INTERGOVERNMENTAL AGREEMENT

Informal Only* _____
(Date)

Formal Only _____
(Date)

DEPARTMENT HUMAN SERVICES DIVISION HEALTH

CONTACT JOE ACKER TELEPHONE 248-3674

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD DUANE ZUSSY / SCOTT CLEMENT

BRIEF SUMMARY Should include other alternatives explored, if applicable, and clear statement of rationale for the action requested.

Request ratification of a \$10,000 intergovernmental agreement with Oregon Health Sciences University whereby University will: develop standard operating procedures for the Emergency Medical on-line medical direction system and trauma communications coordination system; establish a peer review process; provide inservice training for Emergency Medical Technicians from July 1, 1988 to June 30, 1989.

COPY OF CONTRACT AVAILABLE AT CLERK OF THE BOARD.

(IF ADDITIONAL SPACE IS NEEDED, PLEASE USE REVERSE SIDE)

ACTION REQUESTED:

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☐ POLICY DIRECTION ☒ RATIFICATION

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA _____

IMPACT:

PERSONNEL

☐ FISCAL/BUDGETARY

☐ GENERAL FUND

OTHER _____

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: Bladys McCoy
Duane Zussy (PR)

BUDGET / PERSONNEL: _____ / _____

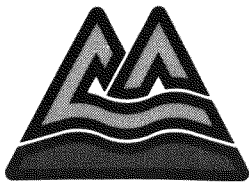
COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) Aracinda Br...

OTHER _____

(Purchasing, Facilities Management, etc.)

NOTE: If requesting unanimous consent, state situation requiring emergency action on back.

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1988 JUN 16 AM 8:12



MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES
HEALTH SERVICES DIVISION
426 S.W. STARK STREET, 7TH FLOOR
PORTLAND, OREGON 97204
(503) 248-3674

BOARD OF COUNTY COMMISSIONERS
GLADYS McCOY • CHAIR OF THE BOARD
PAULINE ANDERSON • DISTRICT 1 COMMISSIONER
GRETCHEN KAFOURY • DISTRICT 2 COMMISSIONER
CAROLINE MILLER • DISTRICT 3 COMMISSIONER
POLLY CASTERLINE • DISTRICT 4 COMMISSIONER

MEMORANDUM

TO: Gladys McCoy
Multnomah County Chair

VIA: Duane Zussy, Director *Duane Zussy (cc)*
Department of Human Services

FROM: *Bill* Odegaard, Director
Health Services Division

DATE: June 6, 1988

SUBJECT: Contract With Oregon Health Sciences University (OHSU)

Recommendation: The Health Division and the Department of Human Services recommend County Chair Approval and County Board ratification of this Intergovernmental Agreement with Oregon Health Sciences University for the period July 1, 1988 to June 30, 1989.

Analysis: This contract provides for the development of standard operating procedures for the on-line medical direction and trauma communications coordination components of the Emergency Medical Services Program in Multnomah County. It assures emergency medical technicians working in the County's geographic area that a physician will answer any requests for orders or advice involving a patient being provided pre-hospital emergency medical care.

This contract also provides for the development and approval of complaint resolving mechanisms, a peer review process and inservice training to emergency medical technicians.

This contract was revised at the request of the Oregon Health Sciences University, the Area Trauma Advisory Board and the Emergency Medical Services Medical Advisory Board. \$10,000 has been budgeted for this cost. These are County general funds.

Background: This contract has been renewed annually since July, 1982.

[KK-2765K-p]

CONTRACT APPROVAL FORM

(See instructions on reverse side)

DHS # 107 88-89

TYPE I

- ☒ Professional Services under \$10,000
☐ Revenue
☐ Grant Funding
☒ Intergovernmental Agreement

Amendment to above, Number _____
 (Original Contract Amount _____)

TYPE II

- ☐ Professional Services over \$10,000 (RFP, Exemption)
☐ PCRB Contract
☐ Maintenance Agreement
☐ Licensing Agreement

Amendment to above, Number _____
 (Original Contract Amount _____)

Contact Person Joe E Acker / JIM KENNEDY Phone 248-3674 Date June 1, 1988

Department Human Services Division Health (EMS) Bldg/Room 160/8

Description of Contract Collection and correlation of data related to trauma care in Multnomah County. This data will be gathered from the Trauma Registry and pre-hospital care forms. Provision of on line control and trauma communication coordination functions. This contract sets standards for development and approval of sops, complaint resolving mechanisms and advice.

RFP/BID # _____ Date of RFP/BID _____ Date of Exemption _____

Reviewed For ☐ MBE ☐ FBE Participation

Contractor is ☐ MBE ☐ FBE

Contractor Name OHSU MRH
 Mailing Address 3181 SW Sam Jackson Park Road
Portland OR 97201
 Phone 279-7500
 Employer ID# or SS# 93-6001-786W

FUND	AGENCY	ORG	ACT	OBJ	SUB	REV
156	010	0240		6110		

Effective Date July 1, 1988

Termination Date June 30, 1989

Total Amount of Agreement \$ 10,000

Payment Terms

- ☐ Lump Sum \$ _____
☐ Monthly \$ _____
☒ Other \$ One quarter upon execution of this agreement; balance quarterly
☐ Requirements contract-requisition required
 Purchase Order No. _____

Required Signatures:

Department Head Duane Wussy (bc)

Date 6/10/88

Purchasing Director N/A
 (Type II Contracts Only)

Date _____

County Counsel _____

Date _____

Budget Office _____

Date _____

County Executive/Sheriff _____

Date _____

TRANSACTION CODE	P.O.	AGENCY	PO DATE	m m d d y y	ACCOUNTING PERIOD	m m y y	BUDGET FY	y y	ACTION		
VENDOR CODE		VENDOR NAME				TOTAL AMOUNT		\$	<input type="checkbox"/> Original Entry (E) <input type="checkbox"/> Adjustment (M)		
LINE NO.	CONTRACT NUMBER	FUND	AGENCY	ORGANIZATION	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	DESCRIPTION	AMOUNT	INC/ DEC IND
		156	010	0240		6110		0399		\$ 10,000.	
										\$	
										\$	
										\$	

WHITE - PURCHASING

CANARY - INITIATOR

PINK - CLERK OF THE BOARD

GREEN - FINANCE

GOLDENROD - BUDGET



MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES
HEALTH SERVICES DIVISION
426 S.W. STARK STREET, 7TH FLOOR
PORTLAND, OREGON 97204
(503) 248-3674

BOARD OF COUNTY COMMISSIONERS
GLADYS MCCOY • CHAIR OF THE BOARD
PAULINE ANDERSON • DISTRICT 1 COMMISSIONER
GRETCHEN KAFOURY • DISTRICT 2 COMMISSIONER
CAROLINE MILLER • DISTRICT 3 COMMISSIONER
POLLY CASTERLINE • DISTRICT 4 COMMISSIONER

MEMORANDUM

TO: Gladys McCoy
Multnomah County Chair

VIA: Duane Zussy, Director *Duane Zussy (cc)*
Department of Human Services

FROM: *Bill* Odegaard, Director
Health Services Division

DATE: June 6, 1988

SUBJECT: Contract With Oregon Health Sciences University (OHSU)

Recommendation: The Health Division and the Department of Human Services recommend County Chair Approval and County Board ratification of this Intergovernmental Agreement with Oregon Health Sciences University for the period July 1, 1988 to June 30, 1989.

Analysis: This contract provides for the development of standard operating procedures for the on-line medical direction and trauma communications coordination components of the Emergency Medical Services Program in Multnomah County. It assures emergency medical technicians working in the County's geographic area that a physician will answer any requests for orders or advice involving a patient being provided pre-hospital emergency medical care.

This contract also provides for the development and approval of complaint resolving mechanisms, a peer review process and inservice training to emergency medical technicians.

This contract was revised at the request of the Oregon Health Sciences University, the Area Trauma Advisory Board and the Emergency Medical Services Medical Advisory Board. \$10,000 has been budgeted for this cost. These are County general funds.

Background: This contract has been renewed annually since July, 1982.

[KK-2765K-p]

DATE SUBMITTED _____

(For Clerk's Use)

Meeting Date _____

Agenda No. _____

REQUEST FOR PLACEMENT ON THE AGENDA

RATIFICATION OF

Subject: INTERGOVERNMENTAL AGREEMENT

Informal Only* _____
(Date)

Formal Only _____
(Date)

DEPARTMENT HUMAN SERVICES DIVISION HEALTH

CONTACT JOE ACKER TELEPHONE 248-3674

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD DUANE ZUSSY / SCOTT CLEMENT

BRIEF SUMMARY Should include other alternatives explored, if applicable, and clear statement of rationale for the action requested.

Request ratification of a \$10,000 intergovernmental agreement with Oregon Health Sciences University whereby University will: develop standard operating procedures for the Emergency Medical on-line medical direction system and trauma communications coordination system; establish a peer review process; provide inservice training for Emergency Medical Technicians from July 1, 1988 to June 30, 1989.

COPY OF CONTRACT AVAILABLE AT CLERK OF THE BOARD.

(IF ADDITIONAL SPACE IS NEEDED, PLEASE USE REVERSE SIDE)

ACTION REQUESTED:

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☐ POLICY DIRECTION ☒ RATIFICATION

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA _____

IMPACT:

PERSONNEL

☐ FISCAL/BUDGETARY

☐ GENERAL FUND

OTHER _____

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: Duane Zussy (PC)

BUDGET / PERSONNEL: _____ / _____

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) _____

OTHER _____
(Purchasing, Facilities Management, etc.)

NOTE: If requesting unanimous consent, state situation requiring emergency action on back.

MULTNOMAH COUNTY
AND
OREGON HEALTH SCIENCES UNIVERSITY
EMERGENCY MEDICAL SERVICE AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into this _____ day of _____, 1988, by and between MULTNOMAH COUNTY, a political subdivision of the State of Oregon (hereinafter referred as "COUNTY"), and the OREGON HEALTH SCIENCES UNIVERSITY, acting by and through the Oregon State Board of Higher Education on behalf of the State of Oregon (hereinafter referred to as "CONTRACTOR"),

WITNESSETH:

WHEREAS, COUNTY's Health Division requires services which Contractor is capable of providing, under terms and conditions hereinafter described, and

WHEREAS, CONTRACTOR is able and prepared to provide such services as COUNTY does hereinafter require, under those terms and conditions set forth; now, and

WHEREAS, Multnomah County Code (MCC) and Emergency Medical Services (EMS) rules require a single medical direction point, a single point of data collection, and research, therefore

IN CONSIDERATION of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. Term.

The term of this Contract shall be from July 1, 1988, to and including June 30, 1989, unless sooner terminated under the provisions hereof.

2. Services.

A. CONTRACTOR shall furnish on-line medical direction and comply with the following performance indicators:

1) All calls requesting on-line medical direction must be answered by the appropriate physician in 55 seconds at least 90% of the time.

2) CONTRACTOR must provide a process to assure that staff physicians are knowledgeable of the protocols. This process may include but not be limited to: educational sessions, tests, and inservice for protocol updates. The process must be approved by COUNTY.

3) CONTRACTOR will develop a process for Standard Operating Procedures (SOP) adoption which governs on-line medical direction. COUNTY will review operating procedures prior to their implementation. CONTRACTOR will adhere to the SOPs at all times. Failure to provide these SOP's for COUNTY review is a breach of contract.

4) A plan must be developed and approved by COUNTY which details a problem solving process for any complaint or issue presented to CONTRACTOR's medical director or communications coordinator. This plan must assure a complaint resolution which will be furnished to COUNTY no more than 30 days from date of complaint filing.

5) CONTRACTOR must provide a peer review process approved by COUNTY which provides for input from COUNTY. The peer review process must meet a minimum of once a month.

6) CONTRACTOR will participate in COUNTY's quality assurance process by providing a staff member.

7) CONTRACTOR must provide a plan within the first quarter of this Contract approved by COUNTY which allows meetings with physician supervisors on a regular basis to discuss on-line medical control. All such meetings will be reported to COUNTY. A copy of the minutes of all such meetings will be provided to County within 30 days.

B. CONTRACTOR shall provide trauma communications coordination and comply with the following performance indicators. The trauma communications coordination function is being provided through COUNTY at the request of the Area Trauma Advisory Board (ATAB I).

1) All trauma communication coordination requests must be answered within 10 seconds 90% of the time.

2) CONTRACTOR must develop a process which allows for Standard Operating Procedures (SOP) adoption which governs Trauma Communications Coordination and includes the Area Trauma Advisory Board, and COUNTY review prior to implementation. CONTRACTOR will adhere to the SOPs at all times.

3) CONTRACTOR must provide a plan which details a problem solving process for any complaint. The plan must assure that CONTRACTOR has an outcome from the complaint which will be furnished to COUNTY no more than 30 days from the date of complaint filing. Failure to provide a description of the process or complaint outcome for COUNTY review is a breach of Contract.

C. CONTRACTOR will provide inservice training to Emergency Medical Technicians in the geographic area of Multnomah County and comply with the following performance indicators:

1) The number of inservices to be offered in each year is 22. The content of those inservices will be designed by COUNTY and CONTRACTOR. CONTRACTOR will develop criteria for the delivery of inservices.

2) The coordination of those courses will be carried out through a joint arrangement with CONTRACTOR, COUNTY, and other hospitals in the geographic area of Multnomah County.

3) Inservices shall include a didactic presentation and at least two case reviews. CONTRACTOR's physician(s) should be in attendance.

D. CONTRACTOR shall be responsible for central data collection for medical direction and trauma communication coordination activities. CONTRACTOR shall comply with the following performance indicators:

1) CONTRACTOR is to collect this data from Emergency Medical Technicians at the time that they contact CONTRACTOR for on-line medical direction or Trauma Communications Coordination (TCC) functions.

2) The specific data points to be collected are referenced in appendix A.

3) Raw data points are to be provided to COUNTY for monthly periods. These will be in the form of diskettes in dBase 3 form, provided no later than the 15th of the following month.

4) The data points as described in appendix A may be modified upon the concurrence of COUNTY and CONTRACTOR.

5) CONTRACTOR shall provide a trauma communications center monthly report which complies with the format in appendix B.

6) The data (voice tapes, written reports, and all data points collected) is the sole property of COUNTY, which has the sole authority for release of the data. COUNTY shall prescribe guidelines to be used for the release of the data and CONTRACTOR must follow these guidelines. It is the intent of guidelines that they facilitate and not impede academic research (see appendix C).

7) CONTRACTOR shall also provide COUNTY proof of Joint Commission of American Hospitals (JCAH) accreditation and that it meets or exceeds all requirements of MCC 6.31.060 (A-6) and rules adopted pursuant thereto.

3. Compensation.

A. COUNTY agrees to pay CONTRACTOR \$10,000 for performance of those services provided for in this Contract, which payment shall be based upon the following applicable terms:

1) One quarter advance of the total amount upon execution of this Contract, balance payable in three (3) quarterly installments upon receipt of billings from CONTRACTOR.

B. COUNTY certifies that sufficient funds are available and to finance costs of this Contract.

4. Contractor is Independent Contractor.

A. CONTRACTOR shall be an independent CONTRACTOR for all purposes and shall be entitled to no compensation other than all the compensation provided for under paragraph 3 of this Contract.

B. CONTRACTOR shall hold and save harmless COUNTY, its officers, agents, and employees from damages arising out of the tortious acts of CONTRACTOR, or its officers, agents, and employees acting within the scope of their employment and duties in performance of this Contract subject to the

limitations and conditions of the Oregon Tort Claims Act, CRS 30.260 through 30.300, and the Oregon Constitution, Article XI, Section 7. COUNTY shall hold and save harmless CONTRACTOR, its officers, agents, and employees from damages arising out of the tortious acts of COUNTY, or its officers, agents, and employees acting within the scope of their employment and duties in performance of this Contract subject to the limitations and conditions of the Oregon Tort Claims Act, CRS 30.260 through 30.300, and any applicable provisions of the Oregon Constitution.

5. Early Termination.

A. This Contract may be terminated prior to the expiration of the agreed-upon term by either party upon 90 days' written notice to the other, delivered by certified mail or in person.

B. Payment of CONTRACTOR shall be prorated to and include the day of termination and shall be in full satisfaction of all claims by CONTRACTOR against COUNTY under this Contract.

C. Termination under any provision of this paragraph shall not affect any right, obligation or liability of CONTRACTOR or COUNTY which accrued prior to such termination.

6. Subcontracts and Assignment.

CONTRACTOR shall neither subcontract with others for any of the work prescribed herein, nor assign any of CONTRACTOR's rights acquired hereunder without obtaining prior written approval from COUNTY; COUNTY by this Contract incurs no liability to third persons for payment of any compensation provided herein to CONTRACTOR.

8. Access to Records.

COUNTY shall have access to such books, documents, papers and records of CONTRACTOR as are directly pertinent to this Contract for the purpose of making audit, examination, excerpts and transcripts, and as otherwise provided in this Contract.

8. Compliance to Law.

In connection with its activities under this Contract, CONTRACTOR agrees to comply with all applicable federal, state, and local laws including but not limited to laws, rules, and regulations concerning equal employment opportunity, nondiscrimination in service delivery, and affirmative action.

9. Workers' Compensation Insurance.

CONTRACTOR shall obtain Workers' Compensation coverage for all its workers and employees, either as a carrier insured employer or a self-insured employer as provided by ORS Chapter 650, prior to the execution of this Contract. CONTRACTOR further agrees to maintain such coverage for the duration of this Contract.

10. Oregon Law and Forum.

This Contract shall be construed according to the law of the state of Oregon.

11. Waiver of Default.

Waiver of a default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Contract shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the provisions of this Contract.

12. Audit of Payments.

COUNTY either directly or through a designated representative may audit the records of CONTRACTOR at any time during the three-year period from the date of completion or termination of this Contract. This audit shall only be directed to services provided by CONTRACTOR and payments provided by COUNTY under terms of this Contract. If an audit discloses that payments to CONTRACTOR were in excess of the amount to which CONTRACTOR was entitled, CONTRACTOR shall repay the amount of excess to COUNTY. Repayment shall be made in a manner specified by COUNTY.

13. Record Confidentiality.

CONTRACTOR agrees to keep all COUNTY client records confidential in accordance with the applicable provisions of state law.

14. Modification.

Any modification of the provisions of this Contract shall be reduced to writing and signed by the parties.

15. Integration.

This Contract contains the entire Contract between the parties and supersedes all prior written or oral discussions or Contracts.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly appointed officers the date first written above.

OREGON HEALTH SCIENCES UNIVERSITY

MULTNOMAH COUNTY, OREGON

By _____

By _____
Gladys McCoy, Multnomah County Chair

Date _____

Date _____

93-6001786W
(Contractor's I.D. #)

APPROVED AS TO FORM:

LAURENCE KRESSEL
COUNTY Counsel for
Multnomah COUNTY, Oregon

By _____
Deputy COUNTY Counsel

Date _____

[MW-3988E/p]

Date: _____
 Time: _____
 Index: _____
 ALS unit: _____
 Destination: _____
 ETA: _____

MRH RECORDChief Complaint/Physical Findings

HR _____

BP _____

RR _____

Paramedic Request

Please indicate the
 following in the record:

- age/sex
- vital signs
- pertinent history
- pertinent (+) (-)
findings

M.D. Response_____
SignaturePurpose of call

- ___ information only
- ___ request for consultation
- ___ request for triage
- ___ request for hospital
notification

Evaluation

- ___ of critical importance
- ___ helpful
- ___ of no immediate med significance
- ___ inappropriate
- ___ detrimental

Transmission:

Request/Response:

Case Review:

Notes:

Nature _____

100 NATURE CODES

101	AMS
102	Anaphylaxis
103	Cardiac
104	Cardiac arrest
105	Hypertensive emergency
106	Hypothermia
107	Near drowning
108	OB/Gyn
109	Poison/overdose
110	Respiratory
111	Seizures
112	Toxic exposure
113	Trauma
114	Other:
	abdominal pain
	amputation
	burns
	hyperthermia

REQUESTS/PURPOSE CODES

200 Advice/Documentation

201	Death in the field (without ALS)
202	Discharge from trauma system
203	Dispute at the scene
204	DNR (after ALS)
205	Documentation only
206	Drug information
207	Enter into trauma system
208	Extended scene time
209	Hospital notification
210	How to proceed
211	Medical professionals at the scene
212	Refusal

300 Procedures

301	Cardiovert
302	Chest decompression
303	Cricothyrotomy
304	Need for pacemaker

400 Medications

401	Alupent
402	Amyl nitrate
403	Atropine
404	Benedryl
405	Bretylium
406	Bronkosol
407	D50
408	Decadron
409	Dopamine
410	Epinephrine
411	Fluid
412	Glucagon
413	Ipecac
414	Isuprel
415	Lasix
416	Lidocaine
417	Morphine
418	Narcan
419	Nitroglycerin
420	Oxygen
421	Pitocin
422	Sodium
423	Thiamine bicarbonate
424	Valium

MEDICAL ADVICE

Total calls

Calls by nature

- Altered mental status
- Anaphylaxis
- Cardiac
- Cardiac arrest
- Hypertensive emergency
- Hypothermia
- Near drowning
- Ob/gyn
- Poison/overdose
- Respiratory
- Seizures
- Toxic exposure
- Trauma
- Other:
 - abdominal pain
 - amputation
 - burns
 - hyperthermia

Hospital distribution

- Emanuel
- University
- Portland Adventist
- St. Vincent
- Providence
- Mt. Hood
- Bess Kaiser
- Eastmoreland General
- Forest Grove
- Good Samaritan
- Holladay Park
- Meridian Park
- Sunnyside Kaiser
- Tuality
- Willamette Falls
- Woodland Park

Calls by request

- Death in the field (without ALS)
- Discharge from trauma system
- Dispute at the scene
- DNR (after ALS)
- Documentation only
- Drug information
- Enter into trauma system
- Extended scene time
- Hospital notification
- How to proceed
- Medical professionals at the scene
- Refusal

Unit calling

AA	BUCK	CARE	METRO WEST
48	1	62	M1
51	2	65	M2
53	3	74	M3
61	6	82	M4
64	7	83	M5
67	30		M6
	31		M7
	32		M8
	33		M9
	34		
	35		
	68		
	71		
	75		
	80		
	88		
	89		
	91		
	94		
	95		
	96		
	97		

PORTLAND FIRE RESCUE

1
21
22
25
41
48
49

MEDICAL ADVICE DATA
COMPUTER CODE

1.	NUMBER	six digit case number
2.	YEAR	last two digits of current year 99=unknown
3.	MONTH	self explanatory
4.	DAY	day date of the incident 99=unknown
5.	DAY/WEEK	day of the week the incident occurred 1 = Sunday 2 = Monday 3 = Tuesday 4 = Wednesday 5 = Thursday 6 = Friday 7 = Saturday
6.	TIME	military time 9999=unknown
7.	EMS	EMS run number from Kelly Butte 9999 if there is no run number
8.	ALSNBR	see ALSNBR code sheet
9.	SEX	F = female M = male X = unknown
10.	AGE	self explanatory 999 if unknown
11.	HCSP	patient destination - refer to hospital code sheet
12.	ETA	self explanatory 99 if unknown
13.	NATURE	refer to nature code on back of MRH form
14.	REQTYPE	refer to request type code on back of MRH form
15.	MDORDER	refer to data complete by K.N.
16.	MD	initials of physician JS = John Schriver BN = Bob Norton JJ = Jon Jui BB = Brent Burton MD = Mohamud Daya RM = Roy Magnusson KD = Kurt Duffens HT = Hal Thomas BA = Bob Barriatua MS = Mike Sequeira

DOCTORS: NOTE WHERE DISCHARGED PATIENTS GO

TRAUMA HOSPITAL LOG

Date: _____ Location: _____
Time: _____ Grid: _____
Tape Index: _____ Catchment Hospital: _____
EMS run number: _____

Patient #1 Age _____ Sex _____
Destination _____ ETA _____ min G Y R Transporting
Unit: _____
Mechanism _____
Site of Injury _____ Notes: _____
Name _____
DOB _____

Patient #2 Age _____ Sex _____
Destination _____ ETA _____ min G Y R Transporting
Unit: _____
Mechanism _____
Site of Injury _____ Notes: _____
Name _____
DOB _____

Patient #3 Age _____ Sex _____
Destination _____ ETA _____ min G Y R Transporting
Unit: _____
Mechanism _____
Site of Injury _____ Notes: _____
Name _____
DOB _____

County: _____
MECH Code: #1 _____ #2 _____ #3 _____
SOTE Code: #1 _____ #2 _____ #3 _____
VS Code: #1 _____ #2 _____ #3 _____
COMORBID CODE: #1 _____ #2 _____ #3 _____
COMMENTS: _____

OPERATOR _____

TRAUMA DATE
COMPUTER CODE

Field Name	Definition
1. YEAR	last two digits of current year 99=unknown
2. MONTH	self explanatory 99=unknown
3. DAY	the day date of the incident 99=unknown
4. DAYWK	the day of the week of the incident 1 = Sunday 2 = Monday 3 = Tuesday 4 = Wednesday 5 = Thursday 6 = Friday 7 = Saturday 9 = unknown
5. TIME	military time 9999=unknown
6. GRID (see back of this page)	Pittman map grid location of incident (J36, M50, etc.)
7. ALSNBR	of transporting unit 999=unknown see ALS unit number code sheet
8. EMS	EMS run number from Kelley Butte 9999 if there is no EMS number
9. AGE	self explanatory 999 if unknown
10. SEX	F = female M = male X = unknown
11. MECH	see mechanism of injury code sheet 99=unknown
12. SITE	body part injured 1 = head/neck 2 = face 3 = chest 4 = abdominal/pelvic contents 5 = extremities/pelvic girdle 6 = external 7 = unknown
13. VS	1 = blood pressure less than 90 2 = respiratory rate less than 10 or greater than 29 3 = Glasgow Coma Score less than 13 8 = not applicable - patient entered on mechanism alone 9 = unknown
14. COMORBID	1 = hostile environment (heat/cold) 2 = medical illness 3 = pregnancy 8 = not applicable 9 = unknown

15.DEST patient destination
 UH = University
 EM = Emanuel
 XX = Other hospital
 99 = Unknown

16.CATCHMENT hospital catchment area incident
 occured in:
 UH = University
 EM = Emanuel

17.ETA self explanatory 99 if unknown

18.COUNTY MULT = Multnomah
 WASH = Washington
 CLAC = Clackamas
 TILL = Tillamook
 CLAT = Clatsop
 COLU = Columbia
 YAMH = Yamhill
 MARI = Marion
 CLAR = Clark County, Washington
 XXXX = Others
 9999 = Unknown

19.NAME last name, first name, MI
 leave blank if unknown

20.DOE date of birth month/day/year
 leave blank if unknown

21.XFER y = patient was a transfer
 default to NO (N)

MECHANISM OF INJURY

- 1 = stab
- 2 = gunshot wound
- 3 = burns 20% or burns to face, airway, hands, feet, or genetalia
- associated with trauma
- 4 = flail chest
- 5 = two or more proximal long bone fractures
- 6 = amputation of wrist or ankle
- 7 = paralysis of one or more limbs
- 8 = extrication greater than 20 minutes
- 9 = death in the same passenger space
- 10 = ejection from an enclosed vehicle
- 11 = falls
- 12 = auto/ped
- 13 = rollover
- 14 = motorcycle accident/ATU
- 15 = intrusion
- 16 = discretion

ALS NUMBER CODE

M1	Metro West 1	1	Buck 1
M2	Metro West 2	2	Buck 2
M3	Metro West 3	3	Buck 3
M4	Metro West 4	6	Buck 6
M5	Metro West 5	7	Buck 7
M6	Metro West 6	30	Buck 30
M7	Metro West 7	31	Buck 31
M8	Metro West 8	32	Buck 32
M9	Metro West 9	33	Buck 33
		34	Buck 34
W4	Willamette Falls 4	35	Buck 35
W5	Willamette Falls 5	44	AA 44
W6	Willamette Falls 6	45	AA 45
W7	Willamette Falls 7	51	AA 51
		52	Buck 52
1	Portland Fire Rescue 1	53	AA 53
21	Portland Fire Rescue 21	61	AA 61
22	Portland Fire Rescue 22	62	CARE 62
25	Portland Fire Rescue 25	64	CARE 64
41	Portland Fire Rescue 41	65	CARE 65
48	Portland Fire Rescue 48	67	AA 67
49	Portland Fire Rescue 49	68	Buck 68
		71	Buck 71
LF1	Life Flight 1	74	CARE 74
LF2	Life Flight 2	75	Buck 75
		80	Buck 80
		82	CARE 82
		83	CARE 83
		84	TVA 84
		85	TVA 85
		86	TVA 86
		88	Buck 88
		89	Buck 89
		91	Buck 91
		95	Buck 95
		96	Buck 96
		97	Buck 97
221	Tualatin Fire District Rescue 221		
225	Tualatin Fire District Rescue 225		
226	Tualatin Fire District Rescue 226		
251	Washington County Fire District Rescue 251		
252	Washington County Fire District Rescue 252		
253	Washington County Fire District Rescue 253		
255	Washington County Fire District Rescue 255		
267	Beaverton Fire Department Rescue 267		
R10	Oaklodge Fire Department Rescue 10		
R51	Milwaukie Fire Department Rescue 51		
R71	Gresham Fire Department Rescue 21		
XXX	Other		

3/23/88

TRAUMA COMMUNICATIONS CENTER CALLS

Total calls to MRH

Total patients entered
Blunt trauma
Penetrating trauma

Discharge requests
Agree
Deny

Deaths in the field

Refusals

Total patients by county

Multnomah
Washington
Clackamas
Clatsop
Columbia
Tillamook
Marion
Yamhill
Clark
Other

Patient distribution by hospital

Emanuel
University
Portland Adventist
St. Vincent
Providence
Mt. Hood
Bess Kaiser
Eastmoreland General
Forest Grove

Good Samaritan
Holladay Park
Meridian Park
Sunnyside Kaiser
Tuality
Willamette Falls
Woodland Park

ETA distribution

less than 5 minutes
6 minutes - 10 minutes
11 minutes - 15 minutes
16 minutes - 20 minutes
21 minutes - 30 minutes
greater than 30 minutes

(see details on ETA's over 15 minutes on page 3)

Calls per unit

AA	BUCK	CARE	METRO WEST	TVA
48	1	62	M1	84
51	2	65	M2	86
53	3	74	M3	
61	6	82	M4	
64	7	83	M5	
67	30		M6	
	31		M7	
	32		M8	
	33		M9	
	34			
	35			
	68			
	71			
	75			
	80			
	88			
	89			
	91			
	94			
	95			
	96			
	97			

LIFE FLIGHT

LF1
LF2

Mechanism of injury

Motor vehicle accidents:

MVA/intrusion
MVA/ejection
MVA/death
MVA/rollover
MVA/extrication
MVA/other/unknown

Auto/pedestrian
Auto/ped/thrown
Auto/ped/child
Motorcycle accident
Stab wounds
Fall
Gunshot wounds
Assault/struck by object
Other/unknown

ETA's GREATER THAN 15 MINUTES

DATE	LOCATION	HOSP	ETA	BYPASSED
------	----------	------	-----	----------

Appendix C.

Purpose: This policy establishes guidelines for use and release of data that protects patient confidentiality and provides the data necessary for operation/monitoring of the trauma and EMS system.

Types of Data:

MRH maintains three forms of data:

- 1) Written logs;
- 2) Audio tapes;
- 3) automated aggregate data.

Types of Requests Made of MRH for Data:

- 1) Written reports;
- 2) Tapes and written documentation for peer review committees, quality assurance, and case reviews;
- 3) Ongoing provision for system monitoring;
- 4) General requests from individuals and agencies for specific information;
- 5) Data for research;
- 6) Data for patient distribution evaluation.

Proposed Methods for Dealing with Each Request:

1. **Written Reports:** There will be two written reports generated
 - 1) Monthly trauma data that is currently reported;
 - 2) Monthly MRH data.

Policy: Databases will be agreed to.
Formats will be agreed to.
Reports will be sent monthly.
2. **Audio Tapes:** Tapes are necessary for quality assurance and case reviews and are currently distributed widely.

Policy: Requests funneled through County.

Written record established if request is forwarded to MRH.

Tapes sent only to Peer Review Committees, Quality Assurance, case reviews (not sent to individuals), and other uses agreed to by County/Contractor.

Statement sent with each tape: Return or pay \$5.
Use only for purpose specified. If not, future requests will be denied.

3. Ongoing Provision of Data for System Monitoring Separate From Area Trauma Advisory Board Quality Assurance.

Policy: Requesting agency must be an FMS agency/facility.

Statement of need must be in writing to County.

Requesting agency supplies staff for review/copying.

4. Requests From General Public and Agencies on Specific Cases:

Specific questions include:

OSHD: Checking to see which/if individuals were entered into system. This helps keep their data accurate.

Families: Asking why patients were sent to certain hospitals.

Attorneys: When was system put in place; why are patients sent to certain hospitals?

Policy: For information on specific individuals, Contractor will research at the request of County. Contractor may charge for research and production costs to recoup expenses. Information provided will be subject to all state and local legislative requirements for confidentiality.

5. Data Request for Research:

A variety of researchers and institutions need MRB data for academic research.

Policy: All aggregate data will be placed onto diskette and made available through County.

Submission of a research protocol is sufficient for the release of data for the purposes of the research project.

Diskettes are not given to the public (non-institution).

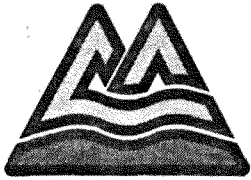
County reserves the right to take requests for data and the protocol to the Medical Advisory Board for advice and guidance.

6. Data Requests for Patient Distribution Evaluation for Level 1 and 2 Hospitals in the ATAB 1 Service Area.

Policy: Level 1 and 2 Hospitals will be given a disk monthly containing aggregate trauma system data.

[MW-4151F-p]

3/16/88



MULTNOMAH COUNTY OREGON

52
5160

BOARD OF COUNTY COMMISSIONERS
ROOM 605, COUNTY COURTHOUSE
1021 S.W. FOURTH AVENUE
PORTLAND, OREGON 97204

GLADYS McCOY • Chair • 248-3308
PAULINE ANDERSON • District 1 • 248-5220
GRETCHEN KAFOURY • District 2 • 248-5219
CAROLINE MILLER • District 3 • 248-5217
POLLY CASTERLINE • District 4 • 248-5213
JANE MCGARVIN • Clerk • 248-3277

June 23, 1988

Mr. Duane Zussy, Director
Department of Human Services
426 SW Stark
Portland, OR

Dear Mr. Zussy:

Be it remembered, that at a meeting of the Board of County Commissioners held June 23, 1988, the following action was taken:

In the matter of the ratification of an inter-)
governmental agreement with Washington and)
Clackamas Counties whereby Multnomah County will)
provide detention bed space and supervision for)
juveniles at the Donald E. Long Home from July 1,)
1988 through June 30, 1989 R-21)

Upon motion of Commissioner Anderson, duly seconded by Commissioner Kafoury, it is unanimously

ORDERED that said Intergovernmental Agreement be ratified.

Very truly yours,

BOARD OF COUNTY COMMISSIONERS

By Jane McGarvin
Jane McGarvin
Clerk of the Board

jm
cc: Budget
Finance
Purchasing
Harriet Weber
Juvenile Justice

DATE SUBMITTED _____

(For Clerk's Use)

Meeting Date 6/23/88

Agenda No. 19-21

REQUEST FOR PLACEMENT ON THE AGENDA

Ratification of intergovernmental agreements

Subject: with Clackamas and Washington Counties.

Informal Only* _____
(Date)

Formal Only _____
(Date)

DEPARTMENT Human Services

DIVISION Juvenile Justice

CONTACT Jim Anderson

TELEPHONE X3460

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Duane Zussy

BRIEF SUMMARY Should include other alternatives explored, if applicable, and clear statement of rationale for the action requested.

Provide detention facilities and supervision with Multnomah County DELH and Washington County.

(IF ADDITIONAL SPACE IS NEEDED, PLEASE USE REVERSE SIDE)

ACTION REQUESTED:

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☐ POLICY DIRECTION ☒ APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA _____

IMPACT:

PERSONNEL

☒ FISCAL/BUDGETARY

☐ General Fund

Other _____

SIGNATURES:

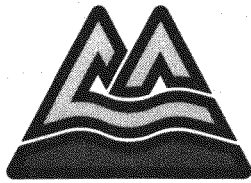
DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: Gladys McCoy

BUDGET / PERSONNEL /

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) Coninda Br...

OTHER _____
(Purchasing, Facilities Management, etc.)

NOTE: If requesting unanimous consent, state situation requiring emergency action on back.



MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES
JUVENILE JUSTICE DIVISION
1401 N.E. 68th
PORTLAND, OREGON 97213
(503) 248-3460

BOARD OF COUNTY COMMISSIONERS
GLADYS McCOY • CHAIR OF THE BOARD
PAULINE ANDERSON • DISTRICT 1 COMMISSIONER
GRETCHEN KAFOURY • DISTRICT 2 COMMISSIONER
CAROLINE MILLER • DISTRICT 3 COMMISSIONER
POLLY CASTERLINE • DISTRICT 4 COMMISSIONER

MEMORANDUM

TO: Gladys McCoy, Multnomah County Chair
FROM: Duane Zussy, *Duane Zussy (PC)* Director, Department of Human Services
DATE: June 6, 1988
SUBJECT: REQUEST FOR DETENTION CONTRACT APPROVAL

RECOMMENDATIONS:

The Department of Human Services is recommending approval of contracts with Washington and Clackamas Counties for Detention bed spaces at the Donald E. Long Home. Each of the counties will contract for six bed spaces at a cost of \$146,796.00.

BACKGROUND:

The contracts for regional Detention have been in place since 1978. The sharing of expenses through the contract in the areas of space rental, medical, and staff cost has proven to be of mutual benefit to all three counties. Additionally, the contracts allow for program flexibility within the Detention facility.

ANALYSIS:

The proposed contracts represent an increase over the 1987-88 contracts of \$11,468 each, for a total of \$22,936. The total contract amount for both is \$293,592.

3361T/HO/lj

(See instructions on reverse side)

~~WHITE~~ ~~PURCHASING~~ ~~CANARY~~ ~~INITIATOR~~ ~~PINK~~ ~~CLERK OF THE BOARD~~ ~~GREEN~~ ~~FINANCE~~ ~~GOLDENROD~~ ~~BUDGET~~

CLACKAMAS-MULTNOMAH COUNTY JUVENILE DETENTION
INTERGOVERNMENTAL COOPERATION AGREEMENT

THIS AGREEMENT, made and entered into by and between the County of Clackamas, hereinafter referred to as Clackamas, and Multnomah County, a home-rule subdivision of the State of Oregon, hereinafter referred to as Multnomah, deals with the delivery of detention services by Multnomah to Clackamas as described below. The following provisions shall comprise this Agreement:

I. RECITATIONS:

- A. Multnomah operates and maintains a juvenile detention facility known as the Donald E. Long Home designed and operated as a temporary secure custody facility for juveniles pending disposition of cases referred to the juvenile justice system. Space presently exists in the Donald E. Long Home rendering it satisfactory for use by counties other than and in addition to Multnomah without a negative effect on either county or the juvenile detainee.
- B. Clackamas wishes to continue to utilize the space in the Donald E. Long Home for the detention of juveniles referred to the Clackamas County juvenile justice system and in need of secure custody.
- C. The combining of the referred Clackamas County population with the Multnomah and Washington County juvenile populations in the Donald E. Long Home is in the best interests of Clackamas and Multnomah, both fiscally and programmatically.
- D. ORS Chapter 190 provides for intergovernmental cooperation agreements for the performance of functions and activities of either party by the other in the interest of furthering economy and efficiency in local government and to that end declares that the provision of ORS. 190.003 to 190.110 shall be liberally construed.

CLACKAMAS-MULTNOMAH COUNTY JUVENILE DETENTION
INTERGOVERNMENTAL COOPERATION AGREEMENT
Page 2

II. SERVICES TO BE PROVIDED

A. Multnomah shall perform as follows:

1. Admission services.

- a. Any child between ages 12 and 18 years, shall be admitted by Multnomah to the Donald E. Long Home upon authorization for secure custody communicated by an appropriate employee of the Clackamas County Juvenile Court as defined in this Agreement or upon order of any Clackamas County Court of competent jurisdiction to require detention of such juvenile, all subject to the conditions hereinafter provided.
- b. Acting through its on-duty intake supervisor, Multnomah shall have discretion to refuse acceptance of any juvenile referred pursuant to this Agreement in those circumstances where Multnomah reasonably believes the referral does not comply with lawful requirements of the facility regulations pertaining to the Donald E. Long Home, where Multnomah lacks adequate bed space in excess of those reserved spaces provided herein, or when it appears that the physical condition of the referred juvenile requires immediate medical attention.
- c. Six bed spaces within the Donald E. Long Home shall be available to the exclusive use of Clackamas on a continuous 24-hour a day basis.
- d. Any requirement of Clackamas for bed space in excess of six shall be furnished by Multnomah on a space available basis and at a rate of compensation defined in this Agreement.

CLACKAMAS-MULTNOMAH COUNTY JUVENILE DETENTION
INTERGOVERNMENTAL COOPERATION AGREEMENT
Page 3

- e. In the event a juvenile resident of Clackamas is taken into custody by law enforcement in Multnomah other than as a consequence of an order of a Clackamas County court of competent jurisdiction and that juvenile resident of Clackamas is delivered to the Donald E. Long Home, admission shall be as in the case of any local Multnomah referral, and no charge or cost shall accrue against Clackamas pursuant to this Agreement until and unless an appropriate referral for on-going custody is made in accordance with this Agreement.
- f. Multnomah County Juvenile Court shall not be required to provide notice to parents or guardians of juveniles referred upon admission or otherwise pursuant to this Agreement.
- g. Multnomah shall provide Clackamas a daily roster indicating all juveniles held by Multnomah pursuant to this Agreement. Multnomah shall include with that roster a listing of those juveniles accepted by Multnomah who are subject to the juvenile court jurisdiction of Clackamas County but who are not admitted pursuant to the terms of this Agreement.

2. Supervision Services.

- a. An admitted Clackamas juvenile shall be placed in a detention unit deemed by Multnomah appropriate to the sex, age and circumstance of the juvenile, consistent with the existing facility population and the best interests of the total facility population and operation.
- b. Clackamas juveniles admitted pursuant to this Agreement shall receive the quality, level and type of care and

supervision by Multnomah as is furnished to the rest of the detention population, regardless of the county of residence.

- c. Each referred Clackamas juvenile shall be assigned a Multnomah staff worker to act in a liaison capacity with Clackamas for purposes of tracking progress of Clackamas toward disposition of the referred juvenile and for implementing agreed arrangements incident to the expeditious release or coordinated planning for disposition, provided that no such Multnomah worker shall be required to provide those counseling services customarily furnished to referred juveniles preparatory to any adjudicative or dispositive process.
- d. The terms of this Agreement do not contemplate the provision of emergency services by Multnomah within the agreed per diem costs. In the event it is determined that a Clackamas detainee is in need of emergency medical services, whether as a result of a unilateral decision by Multnomah or as a consultation between Multnomah and Clackamas, Multnomah is authorized to take appropriate action to secure such services, including transportation as required, and Clackamas shall reimburse Multnomah for any expense connected therewith. Multnomah shall provide Clackamas with immediate notice of those services provided unilaterally.

3. Release Services.

- a. Multnomah shall release Clackamas juveniles referred pursuant to this Agreement only upon receipt of notification by an authorized employee of the Clackamas County Juvenile Court. That notice may be by telephone, in person, or in writing, but any nonwritten communication will be confirmed in due course by a written authorization

for release. Multnomah shall release Clackamas juveniles to such individuals or agencies as included in notification.

- b. Upon notification to Clackamas, Multnomah may act to require release of any juvenile it reasonably believes is being detained in excess of statutory authority.
- c. No provision of this Agreement is intended to relieve Clackamas of the duty to monitor the number, identity, and appropriate periods of detention for those Clackamas juveniles detained in Multnomah pursuant to this Agreement. It shall be the responsibility of Clackamas to defend and hold Multnomah harmless from any claim of detention in excess of lawful limits brought by or in behalf of any juvenile referred as provided herein.

B. Clackamas shall perform as follows:

- 1. It shall be the responsibility of law enforcement authorities in Clackamas County to deliver juveniles authorized for secure custody to the Donald E. Long Home. Clackamas shall provide Multnomah current information identifying those Clackamas Juvenile Court staff authorized to refer juveniles to Multnomah as provided herein.
- 2. Clackamas shall provide or arrange all nonemergency transportation of Clackamas residents once the juvenile has been delivered by law enforcement officers.
- 3. Clackamas shall provide Multnomah written evidence of authorization to detain or release any juvenile referred pursuant to this Agreement, but actual receipt of written evidence is not a condition precedent to any specific detention or release.

4. Except as provided in Section III-B of this Agreement, Clackamas shall compensate Multnomah for all expenses reasonably incurred by Multnomah in providing emergency medical, dental, or psychological services, including transportation therefor, on behalf of any referred juvenile pursuant to this Agreement.
5. Clackamas shall reimburse Multnomah for any unusual expenses reasonably incurred in the care and supervision of a referred juvenile which would exceed the level of care and supervision customarily furnished to detained youngsters, including but not limited to specially tailored clothing or custom footwear, prosthesis, remedial tutoring, eyeglasses, dentures, hearing aids, and similar devices. Nothing in this Agreement shall be construed to authorize Multnomah to incur these expenses without prior authorization from Clackamas except in those circumstances constituting a medical emergency.
6. Clackamas shall be responsible for providing Clackamas juveniles placed with Multnomah pursuant to this Agreement any of the usual counseling services attendant to a child subject to the juvenile court system.
7. It shall be the responsibility of law enforcement agencies to provide statutorily necessary notifications of temporary custody to the parent or guardian of any juvenile placed by that agency pursuant to this Agreement.
8. Clackamas shall provide Multnomah rapid actual and, in due course, written notice of all judicial orders, visitation restrictions and specialized programming which affect detention care and supervision for a referred Clackamas juvenile.

CLACKAMAS-MULTNOMAH COUNTY JUVENILE DETENTION
INTERGOVERNMENTAL COOPERATION AGREEMENT
Page 7

C. Compensation Rates and Mode of Payments:

1. For the duration of this annual Agreement, Clackamas shall pay to Multnomah the sum of \$146,796 for the reservation and utilization of six bed spaces and normal care and maintenance of those Clackamas juveniles in residence up to and including a maximum of six residents per day. The above sum shall be paid by Clackamas to Multnomah in three equal installments of \$48,932, payable on October 1, 1988, February 1, 1989, and June 1, 1989.
2. On those occasions when Clackamas requires bed space in excess of the guaranteed six hereinabove described, the rate for each such additional space shall be \$35.00 per day.
3. In computing daily populations the day of admission shall be considered a full day, the day of release shall not be counted, each irrespective of the time of day on which the event occurs.
4. Those expenses for excess bed space or emergency services which may be incurred shall be billed to Clackamas by Multnomah on a monthly basis and shall be paid by Clackamas to Multnomah on a monthly basis.

III. CONSTRAINTS:

- A. It is understood and agreed that any and all employees of the Donald E. Long Home are not employees, agents, or representatives of Clackamas for any purpose.
- B. Clackamas and Multnomah, each as to the other, shall indemnify, save harmless, and defend the sister county, its officers, commissioners and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries

to persons or property caused by the errors, omissions, fault, or negligence of the indemnifying county or that county's employees. More specifically, and only by way of example and not as an exclusive listing, Multnomah shall hold Clackamas harmless for responsibility or any liability arising from operation of the Donald E. Long Home and shall indemnify Clackamas for any loss proximately and legally caused by the conduct of Multnomah's officers, agents, and employees; Clackamas shall hold Multnomah harmless and shall be responsible for any liability arising from illegal detention caused by the failure of Clackamas to properly monitor the detention periods for juveniles referred herein and held beyond a legal period not as a consequence of a failure or absence of duty by Multnomah.

- C. This agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

IV. AGREEMENT TERM AND TERMINATION:

- A. This agreement shall apply from July 1, 1988, through June 30, 1989, and is subject to renewal.
- B. It is agreed and understood that both Clackamas and Multnomah must be protected from precipitous decisions by either to discontinue this working agreement. As a consequence this Agreement may be terminated by mutual written consent at any time, but may be terminated by either party alone or otherwise unilaterally modified only as follows:
1. Either county may unilaterally terminate this Agreement on six months' written notice.

CLACKAMAS-MULTNOMAH COUNTY JUVENILE DETENTION
INTERGOVERNMENTAL COOPERATION AGREEMENT
Page 9

2. In the event that Clackamas does not intend to renew this Agreement for the subsequent fiscal year, Clackamas shall notify Multnomah on or before January 1, 1989, of its intent not to renew. In the event Clackamas fails to so notify Multnomah of an intent not to renew this Agreement and thereafter does not renew this Agreement, Clackamas shall reimburse Multnomah at the base guaranteed six bed rate for a period extending six months from the date of receipt by Multnomah of written notice of said intent to discontinue or not renew this Agreement.
3. In the event Multnomah does not intend to renew this Agreement for the next fiscal year, Multnomah shall notify Clackamas on or before January 1, 1989, of its intent not to renew. In the event that Multnomah fails to notify Clackamas of its intention not to renew this Agreement and thereafter does not renew this Agreement, Multnomah shall continue to provide services under terms of this Agreement at the same rate as provided by this Agreement for six months following the date Clackamas received notice of Multnomah's intent not to renew this Agreement.
4. It is assumed the rates of compensation defined in this Agreement will be modified in subsequent fiscal years. In the event that Multnomah intends to renew this Agreement and to charge a rate of compensations within ten percent (10%) of the rates for the Agreement then in effect, Multnomah will notify Clackamas of that fact on or before February 15, 1989. In the event Multnomah intends to renew this Agreement but at a rate more than ten percent (10%) different from the rates then in effect, Multnomah shall so inform Clackamas in writing on or before January 1, 1989. In no event but the mutual consent of the parties will a rate of compensation be modified by more than ten percent (10%) in less than six months from date of receipt by Clackamas of written notice of said intent of Multnomah to modify the compensation rate.

CLACKAMAS-MULTNOMAH COUNTY JUVENILE DETENTION
INTERGOVERNMENTAL COOPERATION AGREEMENT
Page 10

V. Miscellaneous Provisions.

- A. This Agreement and any amendments to this Agreement will not be effective until approved by the Boards of County Commissioners of Clackamas and Multnomah.
- B. This Agreement supercedes and cancels all and any prior agreements or contracts between Multnomah and Clackamas for similar services.

Board of County Commissioners
MULTNOMAH COUNTY, OREGON

County Counsel
Multnomah County, Oregon

Chair

Date: _____

BOARD OF COUNTY COMMISSIONERS
CLACKAMAS COUNTY, OREGON

County Counsel
Clackamas County, Oregon

, Chairman

, Commissioner

, Commissioner

Date: _____

8322G/JA/ijm/6/87
R/5/20/88/tlj

JUVENILE DETENTION FACILITIES
INTERGOVERNMENTAL COOPERATION
AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 1988, by and between WASHINGTON COUNTY, a home-rule subdivision of the State of Oregon, hereinafter called "Washington", and MULTNOMAH COUNTY, a home-rule subdivision of the State of Oregon, hereinafter called "Multnomah",

WITNESSETH:

WHEREAS, Multnomah operates and maintains a detention facility known as the Donald E. Long Home as part of the juvenile justice program for the temporary custody of juveniles pending disposition of cases referred to the program, which detention facility includes housing space not presently required by Multnomah for effective maintenance of its local program; and

WHEREAS, Washington desires to utilize space for detention of juveniles as Multnomah may make available; and

WHEREAS ORS Chapter 190 provides for intergovernmental cooperation agreements to permit one county to perform services for another county as authorized by ORS 419.612; and

WHEREAS, Multnomah is willing and able to provide to Washington, detention facilities and supervision within Multnomah's Donald E. Long Juvenile Home as Washington may require, in accordance with the terms and conditions hereinafter provided, NOW, THEREFORE,

IN CONSIDERATION of mutual covenants, terms and conditions hereinafter provided, the parties agree as follows:

I. Multnomah shall perform as follows:

A. Admission Services.

1. Any child of either sex, between ages 12 and 18 years, shall be admitted upon referral by an authorized member of the Washington juvenile services departments or upon order of any court of competent jurisdiction to require detention of such juvenile, subject to conditions hereinafter provided.

JUVENILE DETENTION FACILITIES
INTERGOVERNMENTAL COOPERATION
AGREEMENT
Page 2 of 8

2. Multnomah, acting through its on-duty intake supervisor, shall have discretion to refuse acceptance of any juvenile referred under this agreement which referral it reasonably believes does not comply with lawful requirements or its facility regulations, or when it lacks adequate bed space in excess of those reserved spaces provided for hereinafter or when it appears that the physical condition of the referred juvenile requires immediate medical attention.
3. There shall be reserved to the exclusive use of Washington, on a continuous, 24-hour-per-day basis, six bed spaces within Multnomah's facility for juveniles who qualify for referral, provided that any requirement of Washington for bed space in excess of six shall be furnished by Multnomah only upon determined availability.
4. In the event a juvenile resident of Washington is taken into custody by police authorities in Multnomah and delivered to the Donald E. Long Home, admission shall be as in the case of any local referral and no charge shall be made against Washington under this agreement until an appropriate referral is made in accordance with this agreement.
5. Multnomah shall not be required to provide notice to parents or guardians of juveniles referred hereunder upon admission to its facility.

B. Supervision Services.

1. Admitted juveniles shall be placed by Multnomah with a detention living unit deemed by Multnomah appropriate to the sex, age and circumstance of the juvenile, consistent with the existing facility population at the time of referral-intake and as in the judgment of the Multnomah intake supervisor is most suitable.
2. Admitted juveniles, under this agreement, shall receive the quality, level, and manner of care and supervision by Multnomah as is furnished to detained juveniles referred from, within Multnomah County.

JUVENILE DETENTION FACILITIES
INTERGOVERNMENTAL COOPERATION
AGREEMENT
Page 3 of 8

3. Multnomah shall assign to each referred juvenile a worker from its staff to act only in a liaison capacity with Washington for purposes of tracking progress of Washington toward disposition of the referred juvenile and to implement such arrangements as may be required to facilitate expeditious release or coordinate planning for disposition, provided that no such Multnomah worker shall be required hereunder to provide those counseling services customarily furnished to referred juveniles preparatory to any adjudicative process.
4. No emergency services shall be required of Multnomah by this agreement; provided, however, that in the event Multnomah determines that a need for emergency services exists, that determination shall control, and Multnomah is authorized, hereby, to take appropriate action to secure such services, including such transportation as may be required therefor, and Washington shall reimburse Multnomah for any expense connected therewith; Multnomah shall provide Washington with immediate notice of such services.

C. Release Services.

Multnomah shall release juveniles referred under this agreement only upon notification, confirmed in writing, by an authorized member of the Washington juvenile department, or pursuant to court order, and only to such person, persons or agency as any such notification or order may direct; provided, however, that Multnomah, upon written notice to the Washington Juvenile Department, may act to require release of any juvenile it reasonably believes has been detained in excess of any statutory period prescribed for such temporary custody. No provision contained in this agreement is intended to relieve Washington from the duty to monitor the period that a juvenile is detained in Multnomah under this agreement, and it shall be the responsibility of Washington to defend and hold Multnomah harmless from any claim of detention in excess of lawful limits brought by or on behalf of any juvenile referred as provided herein.

JUVENILE DETENTION FACILITIES
INTERGOVERNMENTAL COOPERATION
AGREEMENT
Page 4 of 8

D. Rates.

1. Multnomah shall be paid by Washington, for the duration of this agreement, the sum of \$146,796, in three equal payments, payable not later than the first day of each succeeding month following commencement of performance hereunder. Said sum shall apply only to the reservation of six bed spaces and normal care and maintenance of the child in residence to the exclusive use of Washington.
2. In the event that Washington requires in excess of the space set out above, the rate for each such space shall be \$35.00 per day. The day of admission shall be considered a full day; the day of release shall not be included, irrespective of time of release.
3. Such additional expense as Multnomah may incur, as otherwise provided herein, shall be billed to Washington by the 10th day of the month following the month in which the statement for such expense is received by Multnomah County, and in the amount actually incurred.

II. Washington shall perform as follows:

1. Obtain as required by ORS 419.575, such designation from its juvenile court as shall permit implementation of this agreement.
2. Provide to Multnomah current information, during the life of this agreement, as to identities of persons authorized within the Washington juvenile services department to refer juveniles as provided herein.
3. Transport all referred juveniles to Multnomah at no expense to Multnomah.
4. Provide to Multnomah written evidence of authorization to detain or release any juvenile referred hereunder.
5. Pay to Multnomah all expenses reasonably incurred by Multnomah in providing emergency medical, dental, or psychological services, including transportation therefor, on behalf of any referred juvenile under this agreement.

6. Reimburse Multnomah for any expense reasonably incurred in the care and supervision of a referred juvenile which would exceed the level of care and supervision customarily furnished to detained youngsters, including, but not limited to, specially tailored clothing or custom footwear, prosthesis, remedial tutoring, eyeglasses, dentures, hearing aids, and similar devices.
7. Pay to Multnomah, in three equal installments of \$48,932, commencing the last day of October, 1988, and including the first day of July, 1989.
8. Pay to Multnomah, upon billing therefor, such sums as may be due for referrals which exceed the six child care day reservation at the rate of \$35.00 per day per space.
9. Provide all pre-and post-adjudicative counseling services for juveniles referred to Multnomah for detention and such notification as may be required to any referred juvenile's parents or legal guardian prior to referral to Multnomah.
10. Furnish immediately to Multnomah in writing all judicial orders, visitation restrictions, and specialized programming which would affect detention care and supervision of a referred juvenile.

III. Liability.

It is understood by the parties that any and all employees of the Donald E. Long Home are not employees, agents, or representatives of Washington for any purpose.

Washington acknowledges and agrees to assume responsibility for any liability which is not incurred through the negligence or willful misconduct of Multnomah arising from performance of this agreement; further, Washington shall defend and hold harmless Multnomah from any claim of wrongful detention arising hereunder, whether arising from imposition of temporary custody or the duration thereof. Notwithstanding Section I.B.3 of this agreement, Washington shall have full responsibility for the monitoring of detention periods for juveniles referred herein.

JUVENILE DETENTION FACILITIES
INTERGOVERNMENTAL COOPERATION
AGREEMENT
Page 6 of 8

Multnomah shall be responsible for any liability arising from operation of the detention facility pursuant to ORS Chapter 30, and shall indemnify Washington for any loss proximately and legally caused by the conduct of Multnomah's officers, agents, and employees.

IV. Agreement Term and Termination.

1. This agreement shall be from July 1, 1988, to and including June 30, 1989, and is subject to renewal.
2. It is agreed and understood that both Washington and Multnomah must be protected from precipitous decisions by either to discontinue this working agreement. As a consequence this Agreement may be terminated by mutual written consent at any time, but may be terminated by either party alone or otherwise unilaterally modified only as follows:
 - A. Either county may unilaterally terminate this Agreement on six months' written notice.
 - B. In the event that Washington does not intend to renew this Agreement for the subsequent fiscal year, Washington shall notify Multnomah on or before January 1, 1989, of its intent not to renew. In the event Washington fails to so notify Multnomah of an intent not to renew this Agreement and thereafter does not renew this Agreement, Washington shall reimburse Multnomah at the base guaranteed six bed rate for a period extending six months from the date of receipt by Multnomah of written notice of said intent to discontinue or not renew this Agreement.
 - C. In the event Multnomah does not intend to renew this Agreement for the next fiscal year, Multnomah shall notify Washington on or before January 1, 1988, of its intent not to renew. In the event that Multnomah fails to notify Washington of its intention not to renew this Agreement and thereafter does not renew this Agreement, Multnomah shall continue to provide services under terms of this Agreement

at the same rate as provided by this Agreement for six months following the date Washington received notice of Multnomah's intent not to renew this Agreement.

- D. It is assumed the rates of compensation defined in this Agreement will be modified in subsequent fiscal years. In the event that Multnomah intends to renew this Agreement and to charge a rate of compensations within ten percent (10%) of the rates for the Agreement then in effect, Multnomah will notify Washington of that fact on or before February 15, 1989. In the event Multnomah intends to renew this Agreement but at a rate more than ten percent (10%) different from the rates then in effect, Multnomah shall so inform Washington in writing on or before January 1, 1989. In no event but the mutual consent of the parties will a rate of compensation be modified by more than ten percent (10%) in less than six months from date of receipt by Washington of written notice of said intent of Multnomah to modify the compensation rate.

V. Miscellaneous Provisions.

- A. This Agreement and any amendments to this Agreement will not be effective until approved by the Boards of County Commissioners of Washington and Multnomah.
- B. This Agreement supercedes and cancels all and any prior agreements or contracts between Multnomah and Washington for similar services.

VI. Non-Discrimination

No person shall be denied or subjected to discrimination in receipt of the benefits of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, marital status, age, or national origin. Any violation of this provision shall be considered a material violation of this Agreement and shall be grounds for cancellation, termination, or suspension in whole or in part by Washington County.

JUVENILE DETENTION FACILITIES
INTERGOVERNMENTAL COOPERATION
AGREEMENT
Page 8 of 8

IN WITNESS THEREOF, the parties have hereto caused this agreement to be executed on this _____ day of _____, 1988, by their duly-authorized officers as of the day and year first hereinabove written.

APPROVED AS TO FORM

Board of County Commissioners
MULTNOMAH COUNTY, OREGON

County Counsel
Multnomah County, Oregon

Chair

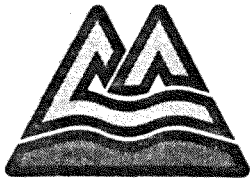
APPROVED AS TO FORM

BOARD OF COUNTY COMMISSIONERS
WASHINGTON COUNTY, OREGON

County Counsel
Washington County, Oregon

Chairman

8916B/JA/ijm/6/87
R/5/20/88/tlj



MULTNOMAH COUNTY OREGON

BOARD OF COUNTY COMMISSIONERS
ROOM 605, COUNTY COURTHOUSE
1021 S.W. FOURTH AVENUE
PORTLAND, OREGON 97204

GLADYS McCOY • Chair • 248-3308
PAULINE ANDERSON • District 1 • 248-5220
GRETCHEN KAFOURY • District 2 • 248-5219
CAROLINE MILLER • District 3 • 248-5217
POLLY CASTERLINE • District 4 • 248-5213
JANE McGARVIN • Clerk • 248-3277

June 23, 1988

Mr. Duane Zussy, Director
Department of Human Services
426 SW Stark
Portland, OR

Dear Mr. Zussy:

Be it remembered, that at a meeting of the Board of County Commissioners held June 23, 1988, the following action was taken:

Request of the Director of Human Services for)
approval of Budget modification DHS #53 reflect-)
ing a revenue increase in the amount of \$24,794)
from Private Industry Council (PIC) to Juvenile)
Services Federal/State Fund (\$23,278) and Insur-)
ance Fund (\$1,516) for High Risk and Summer Em-)
ployment Program R-22)

Upon motion of Commissioner Anderson, duly seconded by Commissioner Kafoury, it is unanimously

ORDERED that said request be approved, and budget modification be implemented.

Very truly yours,

BOARD OF COUNTY COMMISSIONERS

By

Jane McGarvin
Jane McGarvin
Clerk of the Board

jm

cc: Budget
Finance
Juvenile Court
Employee Relations

BUDGET MODIFICATION NO. DHS# 53

(For Clerk's Use) Meeting Date

6/23/88

Agenda No.

R-22

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR June 23, 1988

(Date)

DEPARTMENT Human Services

DIVISION Juvenile Court

CONTACT Harold Ogburn

TELEPHONE 248-3460

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Duane Zussy/Harold Ogburn

SUGGESTED

AGENDA TITLE (to assist in preparing a description for the printed agenda)

Budget Modification DHS# 53 will add \$23,278 to Employment operations and implement adjustments within the Private Industry Council High-Risk and Summer Employment Operation budget.

(Estimated Time Needed on the Agenda)

2. DESCRIPTION OF MODIFICATION (Explain the changes this Bud Mod makes. What budget does it increase? What do the changes accomplish? Where does the money come from? What budget is reduced? Attach additional information if you need more space.)

☒ PERSONNEL CHANGES ARE SHOWN IN DETAIL ON THE ATTACHED SHEET

Budget Modification DHS# 53 requests Board approval to increase employment operations by \$23,278, implement personnel, support services and supplies expenditures for May and June, 1988 employment operations.

These changes are funded by a contract with Portland Private Industry Council which began May 1, 1988 and extends to April 30, 1989, and funds both the High-Risk Program and the Summer Employment Program.

The delay in the processing of this ammendment is due to Juvenile Justice Division receiving the executed contract from PIC at a late date.

3. REVENUE IMPACT (Explain revenues being changed and the reason for the change)

Increase PIC revenues in the Federal/State Fund by \$23,278 for FY87-88.

Increase Service Reimbursement F/S Fund to Ins. Fund by \$1,516.

1988 JUN 16 AM 8:11
CLERK OF
COUNTY COMMISSIONERS
MULTI-COUNTY
BUREAU

4. CONTINGENCY STATUS (to be completed by Finance/Budget)

Contingency before this modification (as of _____) \$ _____
(Specify Fund) (Date)

After this modification \$ _____

Originated By

Date

Harold Ogburn

6/14/88

Department Director

Date

Employee Relations

Date

Finance/Budget

Date

David C. O'Brien

6/15/88

Susan Ramirez

6/15/88

Board Approval

Date

Barbara E. Jones

6/23/88

TRANSACTION EB []

GM []

TRANSACTION DATE

ACCOUNTING PERIOD

BUDGET FY

Document Number	Action	Fund	Agency	Organi- zation	Activity	Reporting Category	Object	Current Amount	Revised Amount	Increase (Decrease)	Sub- Total	Description
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TOTAL EXPENDITURE CHANGE	24,794	TOTAL EXPENDITURE CHANGE
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TRANSACTION RB []

GM []

TRANSACTION DATE

ACCOUNTING PERIOD

BUDGET FY

Document Number	Action	Fund	Agency	Organi- zation	Activity	Reporting Category	Revenue Source	Current Amount	Revised Amount	Increase (Decrease)	Sub- Total	Description
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TOTAL REVENUE CHANGE	24.794	TOTAL REVENUE CHANGE
----------------------	--------	----------------------

5. ANNUALIZED PERSONNEL CHANGES (Compute on a full year basis even though this action affects only a part of the fiscal year.)

FTE Increase (Decrease)	POSITION TITLE	A n n u a l i z e d		
		BASE PAY Increase (Decrease)	FRINGE Increase (Decrease)	TOTAL Increase (Decrease)

TOTAL CHANGE (ANNUALIZED)

6. CURRENT YEAR PERSONNEL DOLLAR CHANGES (calculate costs or savings that will take place within this fiscal year; these should explain the actual dollar amounts being changed by this Bud Mod.)

		C u r r e n t F Y			
Full Time Positions, Part-Time, Overtime, or Premium	Explanation of Change	BASE PAY Increase (Decrease)		FRINGE Increase (Decrease)	TOTAL Increase (Decrease)
Full Time	Add .17 FTE Program Coordinator	3,478	957	469	4,904
Full Time	Add .17 Office Assist. 2	2,362	662	475	3,499
Full Time	Add .17 Comm. Svc. Place.	3,094	302	383	3,779
Temporary	Add 8 Crew Leaders	<u>7,552</u>	<u>553</u>	<u>189</u>	<u>8,294</u>
Totals:		16,486	2,474	1,516	20,476



MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES
426 S.W. STARK, 7TH FLOOR
PORTLAND, OREGON 97204
(503) 248-3782

BOARD OF COUNTY COMMISSIONERS
GLADYS McCOY • CHAIR OF THE BOARD
PAULINE ANDERSON • DISTRICT 1 COMMISSIONER
GRETCHEN KAFOURY • DISTRICT 2 COMMISSIONER
CAROLINE MILLER • DISTRICT 3 COMMISSIONER
POLLY CASTERLINE • DISTRICT 4 COMMISSIONER

MEMORANDUM

TO: Gladys McCoy
Chair, Multnomah County Board of Commissioners

FROM: Duane Zussy, Director *Duane Zussy (m)*
Department of Human Services

DATE: June 13, 1988

SUBJECT: BOARD APPROVAL OF EMPLOYMENT PROGRAM MODIFICATION DHS # 53

Recommendation: The Department of Human Services recommends Board approval of budget modification DHS # 53 which increases the Employment Program Budget by \$23,278 to fund the High-Risk and Summer Employment through 6/30/88

Analysis: This budget modification implements changes in the FY 1989 Private Industry Council Contract and transfers salary and supplies costs for May and June, 1988 to Employment Operations. Individual changes include implementing salary expense for existing Program Coordinator, Office Assistant II, and Community Service PL positions for the duration of FY 1988 in the High-Risk operation, the filling of eight crew leader positions, and supplying special gear (boots and gloves) and transportation for participants in the Summer Employment operation with ODOT. The remaining \$97,028 of the agreement is appropriated in the FY 88-89 budget.

Background: The Private Industry Council Contract commences on May 1, 1988, and continues through April 30, 1989. Included in the contract is the May, 1988, and June, 1988, High-Risk and Summer Program Operating Expenses. The changes made in this modification reflect actual program needs and are funded from local Administration general revenue unallocated from the Contract with the Private Industry Council ratified by the Board the third week of May.

(1294F/4-CL/jld)

6/23/88

RECEIVED FROM JANE MCGARVIN

CLERK, BOARD OF COUNTY COMMISSIONERS . MULTNOMAH COUNTY, OREGON

BUDGET

BUDGET MODIFICATION DHS #53 APPROVED

R-22

NO380
MULTNOMAH COUNTY
1988 JUL -5 PM 12:54
BOARD OF
COUNTY COMMISSIONERS



Form CC-2

PLEASE SIGN & RETURN THIS RECEIPT TO COMMISSIONERS OFFICE



MULTNOMAH COUNTY OREGON

53
5160

BOARD OF COUNTY COMMISSIONERS
ROOM 605, COUNTY COURTHOUSE
1021 S.W. FOURTH AVENUE
PORTLAND, OREGON 97204

GLADYS McCOY • Chair • 248-3308
PAULINE ANDERSON • District 1 • 248-5220
GRETCHEN KAFOURY • District 2 • 248-5219
CAROLINE MILLER • District 3 • 248-5217
POLLY CASTERLINE • District 4 • 248-5213
JANE McGARVIN • Clerk • 248-3277

June 23, 1988

Mr. Duane Zussy, Director
Department of Human Services
426 SW Stark
Portland, OR

Dear Mr. Zussy:

Be it remembered, that at a meeting of the Board of County Commissioners held June 23, 1988, the following action was taken:

Request of the Director of Human Services for)
approval of Budget modification DHS #54 making)
appropriations transfers within Human Services:)
from salary savings Personal services to Profes-)
sional Services to fund Fraud Investigation pos-)
ition in Public Guardian Office (\$26,727), Pro-)
fessional Services/Materials & Services)
(\$199,454) to fund possible over-expenditures in)
the Emergency Hold/Corrections Health Outside)
Referrals, plus various other transfers to cover)
possible over-expenditures (\$150,911) R-23)

Commissioner Anderson moved, duly seconded by Commissioner Kafoury, that the above-entitled matter be approved.

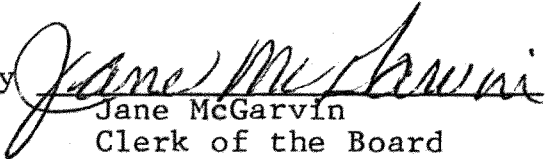
Commissioner Kafoury noted that this is a significant over-expenditure on the part of the Health Department, and said the Department has assured the Board they have taken steps to correct the problem. She said the Emergency Holds program is one that has had extensive over-expenditure this year, and the State plan for funding this program for next year is not yet known; therefore, the Board needs to exercise great caution in budgeting for this program. The over-expenditure is now running over \$300,000, and may be more before the year's end; and the County has to pay the high cost of medical care if County services cannot provide the care needed. There have been some patients who have had serious medical problems, and the County has had to foot the bill.

At this time, the motion was considered, and it is unani-
mously

ORDERED that said request be approved, and budget modifica-
tion be implemented.

Very truly yours,

BOARD OF COUNTY COMMISSIONERS

By 
Jane McGarvin
Clerk of the Board

jm
cc: Budget
Finance
Employee Relations

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR June 23, 1988

(Date)

DEPARTMENT Human ServicesDIVISION Director's Office/HHS/SSD/ASDCONTACT Duane Zussy/Kathy TinkleTELEPHONE x3782*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Duane Zussy

SUGGESTED

AGENDA TITLE (to assist in preparing a description for the printed agenda)

Budget Modification DHS # 54 requests to transfer personnel savings in the amount of \$26,727 to fund the Fraud Investigation position in the Public Guardian Office, \$199,454 to Materials and Services, Professional Services to fund possible over-expenditures in Emergency Holds and Corrections Health Outside Referrals and \$150,911 to various object codes where projected expenditures could exceed current appropriation.

(Estimated Time Needed on the Agenda)

2. DESCRIPTION OF MODIFICATION (Explain the changes this Bud Mod makes. What budget does it increase? What do the changes accomplish? Where does the money come from? What budget is reduced? Attach additional information if you need more space.)

☒ PERSONNEL CHANGES ARE SHOWN IN DETAIL ON THE ATTACHED SHEET

Budget Modification DHS # 54 requests approval to transfer personnel savings from staff turnovers/vacancies and overbudgeting of PERS benefits within the Department to accomplish the following:

- a) \$26,727 to continue to fund the Fraud Investigation position in the Public Guardian Program through the end of this fiscal year;
- b) \$69,982 to cover costs for payment of state mandated emergency holds that could exceed earlier projections;
- c) \$129,472 to cover costs for payment of Corrections Health outside referrals to providers of speciality care that could exceed earlier projections; and
- d) \$150,911 to fund various object codes in Health Division where projected expenditures may exceed current appropriations. (\$5,111 Repair & Maint., \$72,800 Drugs, \$63,000 Supplies, and \$10,000 Postage)

This modification provides the "cushion" necessary to avoid any possibility of DHS being in violation of budget law by overspending by fund in the Materials & Services budget category.

3. REVENUE IMPACT (Explain revenues being changed and the reason for the change)

No net revenue impact to the Department of Human Services.

\$11,638 reduction in the Service Reimbursement General Fund to the Insurance Fund.

\$ 7,920 reduction in the Service Reimbursement Federal/State Fund to the Insurance Fund.

4. CONTINGENCY STATUS (to be completed by Finance/Budget)

Contingency before this modification (as of _____) \$ _____
(Specify Fund) (Date)

After this modification \$ _____

Originated By	Date	Department Director	Date
D. Duane Zussy/Kathy Tinkle	6/14/88	<i>[Signature]</i>	6/15/88
Finance/Budget	Date	Employee Relations	Date
<i>[Signature]</i>	6/15/88	<i>[Signature]</i>	6/15/88
Board Approval			

[Signature] 6/23/88

EXPENDITURE

TRANSACTION EB []

GM []

TRANSACTION DATE _____

ACCOUNTING PERIOD _____

BUDGET FY _____

Document Number	Action	Fund	Agency	Organi- zation	Reporting Activity Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Sub- Total	Description
		100	010	0200		5500			(25,796)		Fringe
		100	010	0200		5550			(2,632)		Ins
										(53,915)	Org. 0200 Total
		100	010	0950		5100			(25,487)		Permanent
		100	010	0950		5500			(18,692)		Fringe
		100	010	0950		5550			(2,632)		Ins
										(46,811)	PS Subtotal
		100	010	0950		6110			100,726		Prof. Svs.
										53,915	Org. 0950 Total
		156	010	0600		5500			(150,911)		Fringe
		156	010	0600		6180			5,111		Repair & Maint
		156	010	0600		6200			10,000		Postage
		156	010	0600		6230			63,000		Supplies
		156	010	0600		6550			72,800		Drugs
										-0-	DHS Total Change
		400	040	7231		6520			(19,558)		Insurance

TOTAL EXPENDITURE CHANGE

(19,558)

TOTAL EXPENDITURE CHANGE

REVENUE

TRANSACTION RB []

GM []

TRANSACTION DATE _____

ACCOUNTING PERIOD _____

BUDGET FY _____

Document Number	Action	Fund	Agency	Organi- zation	Reporting Activity Category	Revenue Source	Current Amount	Revised Amount	Change Increase (Decrease)	Sub- Total	Description
		400	040	7231		6600			(11,638)		Svs Reim GF to Ins Fund
		400	040	7231		6602			(7,920)		Svs Reim F/S to Ins Fund

TOTAL REVENUE CHANGE

(19,558)

TOTAL REVENUE CHANGE

5. ANNUALIZED PERSONNEL CHANGES (Compute on a full year basis even though this action affects only a part of the fiscal year.)

FTE Increase (Decrease)	POSITION TITLE	A n n u a l i z e d		
		BASE PAY Increase (Decrease)	FRINGE Increase (Decrease)	TOTAL Increase (Decrease)

TOTAL CHANGE (ANNUALIZED)

6. CURRENT YEAR PERSONNEL DOLLAR CHANGES (calculate costs or savings that will take place within this fiscal year; these should explain the actual dollar amounts being changed by this Bud Mod.)

Full Time Positions, Part-Time, Overtime, or Premium	Explanation of Change	C u r r e n t F Y		
		BASE PAY Increase (Decrease)	FRINGE Increase (Decrease)	TOTAL Increase (Decrease)

See Attachment "A"

ORG	POSITION		FTE	BASE	FRINGE	INS	TOTAL
=====							
DIRECTOR'S OFFICE							
=====							
0110	PSA	Reclassified	(0.67)	(23,502)	(7,430)	(2,707)	(33,639)
	ADMIN SPEC 2		0.25	8,384	2,249	494	11,127
0110	FIN SPEC 1	Reclassified	(1.00)	(24,502)	(6,574)	(3,525)	(34,601)
	FIN TECH		0.67	13,509	3,624	1,957	19,090
0110	HSM	Reclassified	(1.00)	(35,143)	(9,429)	(4,057)	(48,629)
	PMS		1.00	34,584	9,279	3,888	47,751
0110	PDS/Sr	Vacancy Savings	(0.25)	(7,284)	(1,954)	(972)	(10,210)
0120	OP SUP 1	Reclassified	(1.00)	(22,478)	(6,031)	(3,605)	(32,114)
	QA4		1.00	21,106	5,662	1,765	28,533
0120	QA2	Vacancy filled at 1st step		(2,096)	(562)	(123)	(2,781)
0100	TOTAL DIRECTOR'S OFFICE PS CHANGE			(37,422)	(11,166)	(6,885)	(55,473)
=====							
HEALTH PROTECTION							
=====							
0200	HEALTH OFFICER	Vacancy Savings	(0.42)	(25,487)	(6,838)	(2,632)	(34,957)
	PERS OVERBUDGETED				(18,958)		(18,958)
0200	TOTAL HEALTH PROTECTION PS CHANGE			(25,487)	(25,796)	(2,632)	(53,915)
=====							
HEALTH DIVISION/CORRECTIONS							
=====							
0950	CHN	Vacancy Savings	(1.00)	(25,487)	(6,838)	(2,632)	(34,957)
	PERS OVERBUDGETED				(11,854)		(11,854)
0950	TOTAL CORRECTIONS PS CHANGE			(25,487)	(18,692)	(2,632)	(46,811)
=====							
HEALTH DIVISION/FEDERAL-STATE							
=====							
0600	PERS Overbudgeted				(150,911)		(150,911)
0600	TOTAL HEALTH F/S FUND PS CHANGE			0	(150,911)	0	(150,911)
=====							
1000	SOCIAL SERVICES						
=====							
1100	FIN TECH			(5,056)	(735)	(209)	(6,000)
1210	QA2			(10,211)	(1,249)	(989)	(12,449)
	MHA			(9,633)	(2,603)	(1,055)	(13,291)
	HSS			0	(393)	0	(393)
	PDS			(2,006)	(543)	(218)	(2,767)
	PRDG COORD			(945)	(1,048)	(770)	(2,763)
1270	CM			(341)	(1,920)	(240)	(2,501)
	HSA			(8,632)	(2,665)	(1,926)	(13,223)
1410	PDS			(319)	(2,304)	(693)	(3,316)
	PDS			0	(1,965)	(912)	(2,877)
1505	PDS			(412)	(1,022)	(385)	(1,819)
1527	QA3			(4,668)	(3,392)	(523)	(8,583)
1000	TOTAL SOCIAL SERVICES PS CHANGE			(42,223)	(19,839)	(7,920)	(69,982)
=====							
1700	AGING SERVICES						
=====							
1950	TEMPORARY/PUBLIC GUARDIAN PROGRAM			20,448	5,768	511	26,727
1700	TOTAL AGING SERVICES PS CHANGE			20,448	5,768	511	26,727
=====							
TOTAL DHS PERSONNEL CHANGE				(110,171)	(220,636)	(19,558)	(350,365)



MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES
7th FLOOR J. K. GILL BUILDING
426 S.W. STARK STREET
PORTLAND, OREGON 97204
(503) 248-3782

BOARD OF COUNTY COMMISSIONERS
GLADYS MCCOY • CHAIR OF THE BOARD
PAULINE ANDERSON • DISTRICT 1 COMMISSIONER
GRETCHEN KAFOURY • DISTRICT 2 COMMISSIONER
CAROLINE MILLER • DISTRICT 3 COMMISSIONER
POLLY CASTERLINE • DISTRICT 4 COMMISSIONER

MEMORANDUM

TO: Gladys McCoy,
Multnomah County Chair

FROM: Duane Zussy, Director *Duane Zussy (DC)*
Department of Human Services

DATE: June 15, 1988

SUBJECT: Approval of DHS Budget Modifications

RECOMMENDATION

That the Board of County Commissioners approve DHS Budget Modification No. 54, which proposes the transfer of underexpended moneys from the Personnel line item to fund the Fraud Investigator in the Public Guardian Program and to provide a "cushion" necessary to avoid the possibility of DHS overspending the Materials and Services budget category.

ANALYSIS

Director's Office: Staff turnover allowing us to fill positions with incumbents who are at or near entry level within given classifications together with vacancy savings has resulted in personnel savings in the amount of \$55,473.

Specifically, these savings were realized by the reclassification of four positions to more appropriate classifications and by vacancy savings in the Program Development Specialist/Senior position that was vacant during the hiring process. Savings were also realized by filling a vacant Office Assistant 2 position at the first step of the salary range.

The Positions that were reclassified are Program Staff Assistant to an Administrative Specialist 2; Finance Specialist 1 to a Finance Technician; Human Services Manager to a Program Management Specialist, and an Operation Supervisor 1 to an Office Assistant 4. All of the above reclassifications produced salary savings.

Memo to Chair Gladys McCoy
Page 2
June 15, 1988

The amount of \$26,727 of the savings is being transferred to the Public Guardian Program to fund the Fraud Investigation position through June 30, 1988. (This position is included in the Approved Budget for FY88-89.) The remaining \$28,746 of savings from the Director's Office is to be transferred to professional services to provide a "cushion" in the General Fund that may be necessary to pay for Corrections Health outside referrals. Such referrals are largely unpredictable and we are mandated by State law to pay all such costs.

Health Division: Savings due to the recruitment process for the Health Officer position and for a vacant Community Health Nurse in Corrections Health amount to \$69,914. Additional savings due to an error in the amount we were told to budget for PERS benefits accounts for an additional \$30,812 in savings in the General Fund. The total of \$100,726 is to be transferred to Corrections Health, Professional Services, to cover cost of payments for outside referrals to providers of specialty health care that is currently projected to exceed our budgeted amounts for this purpose.

In the Federal/State budget, the amount by which PERS was overbudgeted amounts to some \$150,911 that is available for transfer. This savings is to be transferred to Materials and Services to fund projected overexpenditures in various object codes including \$5,111, Repair and Maintenance; \$72,800, Drugs; \$63,000, Supplies; and \$10,000 Postage.

Social Services Division: The amount of \$69,982 in personnel savings realized from staff turnovers and vacancies is transferred to cover costs for payment of state mandated emergency holds that could exceed projections. This savings along with \$29,039 that was transferred with budget modification DHS No. 50 should provide the necessary "cushion" in the Materials and Services budget category to assure that DHS avoids the possibility of a technical violation of the state budget law which would result if we were to overspend the Materials and Services category within any specific fund even if we were underexpended on a department-wide basis.

BACKGROUND

At this time last fiscal year, I initiated a departmental "gleaning" process to identify and propose appropriate alternative uses for funds that were then known to be available for transfer. This year, due to the unpredictable expenditures in the area of Fraud Investigation for Public Guardian, excessive cost for state mandated emergency holds and outside health referrals in Corrections Health, we are seeking your approval for the transfer of these savings to Materials and Services to provide the "cushion" necessary to avoid any possibility of DHS being in violation of Oregon Budget Law by overspending, by fund, in the Materials and Services budget category.

1297F/vc

6/23/88

RECEIVED FROM JANE McGARVIN

CLERK, BOARD OF COUNTY COMMISSIONERS . MULTNOMAH COUNTY, OREGON

BUDGET

BUDGET MODIFICATION DHS #54 APPROVED

R-23

MULTNOMAH COUNTY
OREGON
1988 JUL -5 PM 12:54
BOARD OF
COUNTY COMMISSIONERS

CH

PLEASE SIGN & RETURN THIS RECEIPT TO COMMISSIONERS OFFICE



MULTNOMAH COUNTY OREGON

53-54
5/60

BOARD OF COUNTY COMMISSIONERS
ROOM 605, COUNTY COURTHOUSE
1021 S.W. FOURTH AVENUE
PORTLAND, OREGON 97204

GLADYS McCOY • Chair • 248-3308
PAULINE ANDERSON • District 1 • 248-5220
GRETCHEN KAFOURY • District 2 • 248-5219
CAROLINE MILLER • District 3 • 248-5217
POLLY CASTERLINE • District 4 • 248-5213
JANE MCGARVIN • Clerk • 248-3277

June 23, 1988

Sheriff Fred Pearce
12240 NE Glisan
Portland, OR

Dear Sheriff Pearce:

Be it remembered, that at a meeting of the Board of County Commissioners held June 23, 1988, the following action was taken:

In the matter of ratification of an intergovern-)
mental agreement between the Sheriff's Office and)
the City of Wood Village, whereby Sheriff's)
Office will perform law enforcement functions)
within the City of Wood Village for period July 1)
1988 to June 30, 1989 R-24)

Commissioner Kafoury said the Sheriff's Office will be working with Wood Village to work out a consortium with Troutdale and Fairview to augment County police service with a program of their own.

Sheila Arthur, City Administrator - City of Wood Village, explained the City and the Sheriff's Office are requesting approval of the agreement for additional patrol service, which has been in effect two years. Wood Village levies property tax within the City (\$1.61 per thousand), but does not have sworn police officers because the present agreement with the County has been satisfactory. She reported the City received 670 calls last year with 88.5% response from the Sheriff's Office; 4.8% from Troutdale police officers; and 5.8% from Fairview police officers. She urged the Sheriff to work with the City to determine what is the appropriate way to provide police services to Wood Village.

Commissioner Kafoury explained she would prefer the East County cities establish a consortium to contract with private concerns for additional police services because police services are not the same for all jurisdictions.

Commissioner Anderson asked if the City had discussed contracting with the City of Troutdale.

Ms. Arthur replied Troutdale and Fairview had approached the City regarding the possibility of forming a consortium, but Wood Village chose not to go that route because the present service is adequate.

Commissioner Anderson suggested the City pursue the idea of a consortium; and said the County has a policy of not contracting out police services because the law enforcement ratio for unincorporated Multnomah County is not satisfactory now. She added that even an hour a day makes a difference on total services provided to all other unincorporated areas.

Ms. Arthur reported the City of Wood Village provides office space for the Sheriff's Officers in City Hall, which allows them a base of operation closer to the unincorporated area.

Commissioner Miller said she feels this is an issue that needs more debate; and that she is not sure whether or not the County can legally deny service to cities requesting service.

Commissioner Casterline suggested the agreement be approved with the condition that a dialogue be held between the City of Wood Village, the Sheriff, County Counsel, and the Board.

James Thacker, Sheriff's Office, explained the County has the responsibility for law enforcement if cities do not have a law enforcement program; but the service is provided at the level of service for unincorporated areas.

Commissioner Miller stated the level of service is not defined by law.

Mr. Thacker agreed it is not stated in the Statutes, but is defined in case law, but could not quote the case(s). The Sheriff responds to East County city calls because they are located within County boundaries.

Commissioner Kafoury discussed the difference between Maywood Park and Wood Village tax structure; and how they affect services provided by the County.

Following further discussion, Commissioner Miller moved approval of said Agreement, duly seconded by Commissioner McCoy.

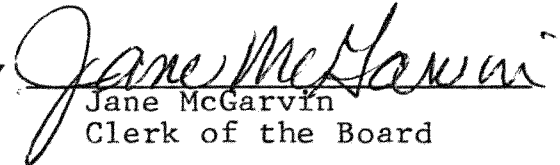
Commissioner Casterline volunteered to set up a meeting with the Cities, the Sheriff, County Counsel, and the Board.

At this time, the motion was considered and it is

ORDERED that said intergovernmental agreement be ratified. Commissioner Kafoury voting NO.

Very truly yours,

BOARD OF COUNTY COMMISSIONERS

By 
Jane McGarvin
Clerk of the Board

jm
cc: Budget
Finance
Purchasing
Harriet Weber

DATE SUBMITTED _____

(For Clerk's Use)
Meeting Date 6/23/88
Agenda No. R-24

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: INTERGOVERNMENTAL AGREEMENT

JUN 7 1988

Informal Only* June 14, 1988
(Date)

Formal Only June 16, 1988
(Date)

DEPARTMENT Sheriff's Office DIVISION _____

CONTACT Undersheriff Charles Fessler TELEPHONE 255-3600

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD _____

BRIEF SUMMARY Should include other alternatives explored, if applicable, and clear statement of rationale for the action requested.

Intergovernmental agreement between Multnomah County Sheriff's Office and the City of Wood Village for the Sheriff's Office to perform law enforcement functions within the City of Wood Village

(IF ADDITIONAL SPACE IS NEEDED, PLEASE USE REVERSE SIDE)

ACTION REQUESTED:

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☐ POLICY DIRECTION ☒ APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA _____

IMPACT:

PERSONNEL

☐ FISCAL/BUDGETARY

☐ General Fund

Other Revenue

BOARD OF
COUNTY COMMISSIONERS
1988 JUN 14 PM 4:29
MULTNOMAH COUNTY
OREGON

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: Sally Anderson

BUDGET / PERSONNEL /

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) Sandra Duff

OTHER _____
(Purchasing, Facilities Management, etc.)

NOTE: If requesting unanimous consent, state situation requiring emergency action on back.

DATE SUBMITTED _____

(For Clerk's Use)

Meeting Date _____

Agenda No. _____

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: INTERGOVERNMENTAL AGREEMENT

Informal Only* June 14, 1988
(Date)

Formal Only June 16, 1988
(Date)

DEPARTMENT Sheriff's Office DIVISION _____

CONTACT Undersheriff Charles Fessler TELEPHONE 255-3600

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD _____

BRIEF SUMMARY Should include other alternatives explored, if applicable, and clear statement of rationale for the action requested.

Intergovernmental agreement between Multnomah County Sheriff's Office and the City of Wood Village for the Sheriff's Office to perform law enforcement functions within the City of Wood Village

(IF ADDITIONAL SPACE IS NEEDED, PLEASE USE REVERSE SIDE)

ACTION REQUESTED:

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☐ POLICY DIRECTION ☒ APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA _____

IMPACT:

PERSONNEL

☐ FISCAL/BUDGETARY

☐ General Fund

Other Revenue

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: Sally Anderson

BUDGET / PERSONNEL /

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) Sandra Deffy

OTHER _____
(Purchasing, Facilities Management, etc.)

NOTE: If requesting unanimous consent, state situation requiring emergency action on back.



MULTNOMAH COUNTY OREGON

CONTRACT APPROVAL FORM

(See instructions on reverse side)

TYPE I

- ☐ Professional Services under \$10,000
☒ Revenue
☐ Grant Funding
☐ Intergovernmental Agreement

Amendment # _____ to Contract # _____
 (Original Contract Amount _____)

TYPE II

- ☐ Professional Services over \$10,000 (RFP, Exemption)
☐ PCRB Contract
☐ Maintenance Agreement
☐ Licensing Agreement

Amendment # _____ to Contract # _____
 (Original Contract Amount _____)

RETURN TO BARBARA ERLER
 Contact Person Charles Fessler Phone 255-3600 Date 5-17-88

Department Sheriff's Office Division _____ Bldg/Room 102

Description of Contract Sheriff's Office to perform law enforcement functions within the city of Wood Village

RFP/BID # _____ Date of RFP/BID _____ Date of Exemption _____

Reviewed For ☐ MBE ☐ FBE Participation Contractor is ☐ MBE ☐ FBE

Contractor Name City of Wood Village
 Mailing Address 2055 NE 238th Dr.
Troutdale, OR 97060
 Phone 667-4211
 Employer ID# or SS# _____

Effective Date July 1, 1988

Termination Date June 30, 1989

Total Amount of Agreement \$ 11,769.00

Payment Terms

- ☐ Lump Sum \$ _____
☒ Monthly \$ _____
☐ Other \$ _____

☐ Requirements contract-requisition required
 Purchase Order No. _____

Required Signatures:

Department Head Fred B. Pearce

Date 5/26/88

Purchasing Director _____
 (Type II Contracts Only)

Date _____

County Counsel Sandra Puffy

Date 5-31-88

Budget Office Joey Keadar

Date 6/3/88

County Executive/Sheriff _____

Date _____

TRANSACTION CODE	P.O.	AGENCY	PO DATE	m m d d y y	ACCOUNTING PERIOD	m m y y	BUDGET FY	y y	ACTION		
VENDOR CODE		VENDOR NAME			TOTAL AMOUNT		\$		<input type="checkbox"/> Original Entry (E) <input type="checkbox"/> Adjustment (M)		
LINE NO.	CONTRACT NUMBER	FUND	AGENCY	ORGANIZATION	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	DESCRIPTION	AMOUNT	INC/DEC IND
	201198	100	020	3302		4143			- REV SOURCE	\$	
										\$	
										\$	
										\$	

AGREEMENT FOR GENERAL LAW ENFORCEMENT SERVICE AND ADDITIONAL PATROLS
BETWEEN THE CITY OF WOOD VILLAGE AND MULTNOMAH COUNTY SHERIFF'S OFFICE

This agreement made and entered into this ____ day of _____, 19____, between Multnomah County, Oregon, a political subdivision of the State of Oregon, hereinafter called "County", and the City of Wood Village, a municipal corporation of the State of Oregon, hereinafter called "City".

WHEREAS, the City is desirous of contracting with the County for the performance of law enforcement functions within its boundaries to be performed by the County through the Multnomah County Sheriff's Office; and

WHEREAS, the County through the Multnomah County Sheriff agrees to render such service in the terms and conditions hereinafter set forth; and

WHEREAS, such contracts are authorized and provided for by the provisions of ORS 190.010 and 206.345.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS HEREIN CONTAINED IT IS MUTUALLY AGREED AS FOLLOWS, TO WIT:

I. LEVEL OF SERVICE

- A. The Sheriff agrees to provide police service within the corporate limits of the City. The police services shall encompass the duties and enforcement functions of the type coming within the jurisdiction of and customarily rendered by the Sheriff under the statutes of the State of Oregon and the City of Wood Village. These services shall include response to emergency situations where life and property are in danger, criminal law enforcement, traffic enforcement, and/or related activities, within the legal power of the Sheriff to provide. The levels of service shall not be less than that level which is being provided by the Sheriff to the unincorporated area of the County.
- B. The rendition of such service, standards of performance, discipline of the officers, and other matters incident to the performance of such services and control of personnel so employed shall remain with the Sheriff.
- C. For the purposes of performing such functions, the Sheriff shall furnish all necessary labor, supervision, equipment, communication facilities, and supplies necessary to maintain the level of services to be provided.
- D. The Sheriff shall make available for the performance of the duties hereunder, properly supervised officers certified by the Oregon State Board on Police Standards and Training.

The Sheriff shall assign uniform deputies to the City of Wood Village consistent with the Sheriff's scheduling and districting for other areas of the County. The Sheriff agrees to assign when possible, the same officers to the Wood Village patrol as the normal patrol schedule allows. The Sheriff agrees to work with representatives of the City of Wood Village to assure that the City receives consistent service.

- E. The Sheriff shall provide uniform patrol deputies for patrols of all the streets within the City limits of the City of Wood Village, at a minimum of four patrols per day. This service is in addition to those services described and provided by Section 1 A above. Such additional patrols shall be conducted during the hours mutually agreed upon by the City of Wood Village and the Sheriff, seven days per week. The seven day aggregate time would total at least eight patrol hours. Any alterations to these hours only occur upon mutual written agreement between the Mayor of the City of Wood Village and the Sheriff of Multnomah County.

It is agreed by the City of Wood Village and the Sheriff that a portion of the aggregate weekly total hours will be devoted to traffic enforcement activities including the use of radar and other traditional traffic enforcement methods. The traffic enforcement activities will be focused on the main county and city streets within the city limits of the City of Wood Village. It is agreed that upon mutual consultation, traffic enforcement may be directed upon special traffic problems as determined by the City of Wood Village.

- F. The Sheriff agrees to provide follow-up investigation of reported criminal activities at a level not less than the follow-up investigation level provided to the unincorporated areas of Multnomah County.
- G. Any member of the Sheriff's Office assigned to law enforcement patrol or the additional specific neighborhood patrols within Wood Village shall perform their duties in compliance with the operating procedures of the Multnomah County Sheriff's Office.

II. CONTRACT ADMINISTRATION

- A. The Sheriff or his designated representative will represent the County in all matters pertaining to this agreement.
- B. The City designates its Mayor to represent the City in all matters pertaining to this agreement on behalf of the City.

- C. Any notice or notices provided for by this agreement or by law to be given or served upon the County Sheriff shall be given or served by letter deposited in the United States mail, postage prepaid, and addressed to the Sheriff, Multnomah County Sheriff's Office, 12240 NE Glisan, Portland, Oregon 97230.

Any notice or notices provided for by this agreement or by law to be given or served upon City may be given or served by letter deposited in United States mail, postage prepaid and addressed to the City of Wood Village, 2055 NE 238th Drive, Troutdale, Oregon 97060.

III. CONTRACT COST

- A. This agreement shall be effective from 1st day of July, 1988, and shall run through 30th day of June, 1989. The City shall pay to the County for only the additional neighborhood patrols as provided at Section I E above at a rate of \$28.29 per hour for eight hours per week, 52 weeks of the fiscal year. The yearly total for 416 hours of patrol shall be \$11,769 per fiscal year, 7/1/88 to 6/30/89.

Payment of such services is to be made on a monthly basis, the first payment to be paid upon execution of this contract and each additional payment on the 10th day of each month thereafter.

- B. Scheduling, payment of salary, benefits, and all other employee rights shall be in compliance with the negotiated contract between the Multnomah County Deputy Sheriff's Association and Multnomah County.

IV. REPORTS AND RECORDS

- A. The County agrees that non-criminal records generated under this contract shall be made available to the City to audit and examine. The City agrees that any audit shall be arranged by contacting the Sheriff or his representative at least 10 working days prior to the commencement of the audit and shall be conducted at any time during normal working hours.
- B. The Sheriff shall provide to City a monthly report that includes hours spent within the City, statistical reports on criminal occurrences, traffic activities, a synopsis of all activities to include special information that is of interest to the citizens of the City for the public safety, and current pertinent crime prevention information.

V. INDEMNIFICATION

- A. All personnel provided by the Sheriff in the performance of this contract shall be County officers and employees. The City shall have no liability for any salaries, wages, workmen's compensation, or incidental personal expenses to any County officers and employees engaged in such performance.
- B. The County shall assume the defense of and indemnify and hold harmless the City from and against all actions or claims against any County officers or employees for damages or losses arising out of or resulting from the performance of this agreement by such County officers and employees.
- C. The City shall not be called upon to assume any liability for the direct payment of any wages, salaries, or other compensation to any County personnel performing services hereunder for the City or for any liability other than that provided for in this agreement. Except as otherwise herein specified, City shall not be liable for the compensation or indemnity to any County employee for any injury or sickness arising out of his employment.
- D. Nothing contained in this agreement is intended to limit the remedy of either party against the other party, including claims under subrogation agreements within the party's insurance carrier, to recover damages to property or injury to persons caused by a party's negligence.

VI. AMENDMENTS OF SERVICE

- A. This agreement may be modified or amended by mutual agreement of the parties. Such changes include any increase or decrease in the level of service which is mutually agreed upon between County and City, shall be effective when incorporated in written amendments to this agreement and approved by both the City and the County.
 - 1. The City shall designate in writing a representative who would be authorized to request special emergency patrols or responses of the Multnomah County Sheriff's Office.
 - 2. The Sheriff shall designate a representative of the Sheriff's Office to address special requests from the City. The name of such a representative will be provided to the Mayor of Wood Village.
- B. Such changes referred to in (A) shall require a 45 day advance notice from either party.

VII. RENEWAL/TERMINATION

- A. It is mutually agreed that in the event the parties to this agreement desire to renew this contract after the expiration thereof, they shall notify the other party within 90 days prior to its expiration.
- B. It is mutually agreed that either party to this agreement may terminate said agreement by giving 90 days written notice.

VIII. TERMS OF AGREEMENT

- A. This agreement shall be from the 1st day of July, 1988, and unless sooner terminated as provided herein shall terminate on the 30th day of June, 1989.

IN WITNESS WHEREOF, the City, adopted by its City Council, has ratified the execution of this contract by its Mayor and the County by order of its Board of County Commissioners has ratified the execution of this contract by the Sheriff of the County of Multnomah, this _____ day of _____, 19__.

CITY OF WOOD VILLAGE

COUNTY OF MULTNOMAH, OREGON

Mayor

BY:

BY:

Sheriff

BY:

City Recorder

Chair
Board of County Commissioners

APPROVED AS TO FORM:

APPROVED AS TO FORM:

City Attorney

Sandra Duff

Asst County Counsel

9828e

ADDENDUM #1

Agreement For General Law Enforcement Service And Additional Patrols Between
The City Of Wood Village And The Multnomah County Sheriff's Office.

FY 88-89

As an addendum to the FY 88-89 agreement between the Multnomah County Sheriff's Office and the City of Wood Village, it is understood that if the City of Wood Village is desirous that the Sheriff enforce local ordinances, that representatives of the Sheriff's Office and the City will meet to discuss the authority to enforce and the ordinances to be enforced.

Both parties (The Multnomah County Sheriff and the City of Wood Village) agree that ORS 206.345 (2) "During the existence of the contract, the Sheriff and the deputies of the Sheriff shall exercise such authority as may be vested in them by the terms of the contract, including full power and authority to arrest for violation of all duly enacted ordinances of the contracting city," shall prevail and both parties shall perform accordingly.

CF/ejl/1174E

DATE SUBMITTED _____

(For Clerk's Use)
Meeting Date 6/23/88
Agenda No. R-25

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: Condemnation

Informal Only* _____
(Date)

Formal Only June 23, 1988
(Date)

DEPARTMENT Environmental Services DIVISION Transportation

CONTACT Bob Pearson TELEPHONE 3838

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Bob Pearson

BRIEF SUMMARY

Resolution to consider condemnation and immediate possession of a parcel of land on Sauvie Island owned by Earl L. Reeder and Ida M. Reeder and James E. Reeder to relocate Reeder Road, No. 4964 and installation of culverts in Dairy Creek.

ACTION REQUESTED:

/ INFORMATION ONLY / PRELIMINARY APPROVAL / POLICY DIRECTION X APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 10 minutes

IMPACT:

/ PERSONNEL

/ FISCAL/BUDGETARY

/ General Fund

Other ROAD FUND

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: [Signature]

BUDGET/PERSONNEL [Signature]

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) [Signature]

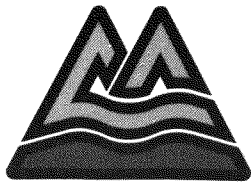
OTHER _____
(Purchasing, Facilities Management, etc.)

NOTE: If requesting unanimous consent, state situation requiring emergency action on back.

1988 JUN 17 AM 11:23
MULTNOMAH COUNTY
BOARD OF
COUNTY COMMISSIONERS

2-Copy to
Virginia / Trans
1 for attorney 6/24/88

Polly Carterline
[Signature]
[Signature]



MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES
TRANSPORTATION DIVISION
1620 S.E. 190TH AVENUE
PORTLAND, OREGON 97233
(503) 248-5050

BOARD OF COUNTY COMMISSIONERS
GLADYS McCOY • CHAIR OF THE BOARD
PAULINE ANDERSON • DISTRICT 1 COMMISSIONER
GRETCHEN KAFOURY • DISTRICT 2 COMMISSIONER
CAROLINE MILLER • DISTRICT 3 COMMISSIONER
POLLY CASTERLINE • DISTRICT 4 COMMISSIONER

June 16, 1988

Gladys McCoy, Chair
Board of County Commissioners
134 County Courthouse
1021 SW Fourth Avenue
Portland, Oregon 97204

RE: N.W. Reeder Road No. 4964/Dairy Creek Bridge Replacement
Item 88-169/Earl L. Reeder and Ida M. Reeder and James E. Reeder

Dear Commissioner McCoy:

A bridge inspection report filed with the Oregon Dept. of Transportation, and structural analysis computations done by Multnomah County's Structural Engineer, indicate that the Dairy Creek Bridge is unsafe for legal loads over 5 tons, and the bridge has been appropriately posted.

The Board of County Commissioners on April 21, 1988, authorized exempting from public bidding a contract for replacing Dairy Creek Bridge and declaring an emergency.

We have obtained the following permits and easements required for constructing this project.

1. Army Corp. of Engineers/Removal-Fill Permit.
2. Division of State Lands/Removal-Fill Permit.
3. Division of State Lands/Submerged-Submersible Lands Easement.

To date we have been unable to obtain the required right-of-way for the bridge replacement through negotiation with the property owner. This is the only remaining obstacle to proceeding with construction.

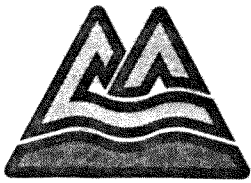
Therefore, it is the recommendation of this department that the Board of County Commissioners authorize the Resolution for Condemnation of the necessary right-of-way relocation of N.W. Reeder Road for replacement of the Dairy Creek Bridge.

Very truly yours,

PAUL YARBROUGH
Director
Dept. of Environmental Services

PY/js

For Fire, Police, or Ambulance: Dial 911 in Portland and Multnomah County.



MULTNOMAH COUNTY OREGON

BOARD OF COUNTY COMMISSIONERS
ROOM 605, COUNTY COURTHOUSE
1021 S.W. FOURTH AVENUE
PORTLAND, OREGON 97204

54-55
5160

GLADYS McCOY • Chair • 248-3308
PAULINE ANDERSON • District 1 • 248-5220
GRETCHEN KAFOURY • District 2 • 248-5219
CAROLINE MILLER • District 3 • 248-5217
POLLY CASTERLINE • District 4 • 248-5213
JANE McGARVIN • Clerk • 248-3277

June 23, 1988

Mr. Paul Yarborough, Director
Department of Environmental Services
2115 SE Morrison
Portland, OR

Dear Mr. Yarborough:

Be it remembered, that at a meeting of the Board of County Commissioners held June 23, 1988, the following action was taken:

Upon motion of Commissioner Kafoury, duly seconded by Commissioner Miller, and a roll call vote, the following matters were considered by unanimous consent:

In the Matter of the Relocation and Establishment) RESOLUTION
of NW Reeder Road No. 4964, Item 88-169, Earl L.) #88-109
Reeder and Ida M. Reeder and James E. Reeder) R-25

Commissioner Kafoury moved approval, duly seconded by Commissioner Miller.

Commissioner Anderson asked if the relocation was due to the bridge failure.

Larry Nicholas, County Engineer, explained this action is an adversarial proceeding because even after much discussion and negotiation with property owners, the County has not been successful in agreeing to a price agreement for the property needed to build the new bridge which has delayed the project six weeks. He feels more money has been offered for the purchase than can be justified in an attempt to meet owners requirements, to no avail. This process will condemn the property, and allow possession to take place within about 35 days.

Commissioner Casterline asked if the monies listed in the Resolution included acquisition of the property.

Mr. Nicholas explained the amount listed will be placed in escrow for the owners to draw against once the Courts decide what compensation will be paid. In answer to Commissioner Anderson's question, he replied the issue in question is price, that other requests of the owners have been met; and explained the area is about .4 of an acre and is presently planted in alfalfa. In addition, there is some existing right-of-way and that can be utilized by the owners in any way they wish. He assured the Board the Division has offered more than a reasonable amount for the property, but now he feels it is time to exercise the County's right of eminent domain. He explained the process and procedures to be followed once the Resolution is approved; and said there has been a considerable amount of pressure placed upon the Reeder's by their neighbors, and that they, too, cannot use the present bridge to transport their produce to the markets.

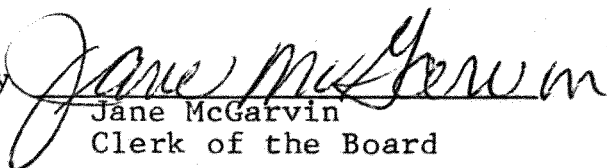
At this time, the motion was considered, and upon a roll call vote, it is unanimously

ORDERED that said Resolution be approved.

Very truly yours,

BOARD OF COUNTY COMMISSIONERS

By


Jane McGarvin
Clerk of the Board

jm

cc: Transportation
County Counsel

LIQUOR LICENSES

DATE SUBMITTED _____

(For Clerk's Use)

Meeting Date 6/23/88

Agenda No. R-27

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: LIQUOR LICENSES

Informal Only* _____
(Date)

Formal Only 6-23-88
(Date)

DEPARTMENT Sheriff's Office DIVISION _____

CONTACT Sgt. Ed Hausafus TELEPHONE 255-3600

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Sally Anderson

BRIEF SUMMARY Should include other alternatives explored, if applicable, and clear statement of rationale for the action requested.

Application for a DISPENSER CLASS A (change of ownership) license renewal for the Tippy Canoe, 28242 Crown Point Highway, Troutdale, Oregon; applicants Delton A. Geary and Gloria O. Geary, with recommendation for approval.

(IF ADDITIONAL SPACE IS NEEDED, PLEASE USE REVERSE SIDE)

ACTION REQUESTED:

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☐ POLICY DIRECTION ☒ APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA CONSENT AGENDA

IMPACT:

PERSONNEL

☐ FISCAL/BUDGETARY

☐ General Fund

Other _____

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: Sally Anderson

BUDGET / PERSONNEL _____

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) _____

OTHER _____
(Purchasing, Facilities Management, etc.)

NOTE: If requesting unanimous consent, state situation requiring emergency action on back.

DATE SUBMITTED _____

(For Clerk's Use)

Meeting Date _____

Agenda No. _____

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: LIQUOR LICENSES

Informal Only* _____
(Date)

Formal Only 6-23-88
(Date)

DEPARTMENT Sheriff's Office DIVISION _____

CONTACT Sgt. Ed Hausafus TELEPHONE 255-3600

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Sally Anderson

BRIEF SUMMARY Should include other alternatives explored, if applicable, and clear statement of rationale for the action requested.

Application for a DISPENSER CLASS A (change of ownership) license renewal for the Tippy Canoe, 28242 Crown Point Highway, Troutdale, Oregon; applicants Delton A. Geary and Gloria O. Geary, with recommendation for approval.

(IF ADDITIONAL SPACE IS NEEDED, PLEASE USE REVERSE SIDE)

ACTION REQUESTED:

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☐ POLICY DIRECTION ☒ APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA CONSENT AGENDA

IMPACT:

PERSONNEL

☐ FISCAL/BUDGETARY

☐ General Fund

Other _____

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: Sally Anderson

BUDGET / PERSONNEL /

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) _____

OTHER _____
(Purchasing, Facilities Management, etc.)

NOTE: If requesting unanimous consent, state situation requiring emergency action on back.



Multnomah County Sheriff's Office

12240 N.E. GLISAN ST., PORTLAND, OREGON 97230

FRED B. PEARCE
SHERIFF

(503) 255-3600

MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS

FROM: FRED B. PEARCE
Sheriff

A handwritten signature in cursive script that reads "Fred B. Pearce/wa".

DATE: June 7, 1988

SUBJECT: LIQUOR LICENSE RENEWAL

Attached is the Dispenser Class A (change of ownership) liquor license renewal for the Tippy Canoe, 28242 Crown Point Highway, Troutdale, Oregon. The applicant(s) Delton A. Geary and Gloria O. Geary have no criminal record and I recommend that the application be approved.

FBP/skp/1317N

Attachment

This application form costs \$5.00. A non-refundable processing fee is assessed when you submit this completed form to the Commission (except for Druggist and Health Care Facility Licenses). The filing of this application does not commit the Commission to the granting of the license for which you are applying nor does it permit you to operate the business named below.

No. 19342

(THIS SPACE IS FOR OLCC OFFICE USE)

Application is being made for:

- ☒ DISPENSER, CLASS A ☐ Add Partner
☐ DISPENSER, CLASS B ☐ Additional Privilege
☐ DISPENSER, CLASS C ☐ Change Location
☐ PACKAGE STORE ☒ Change Ownership
☐ RESTAURANT ☐ Change of Privilege
☒ RETAIL MALT BEVERAGE ☐ Greater Privilege
☐ SEASONAL DISPENSER ☐ Lesser Privilege
☐ WHOLESALE MALT BEVERAGE & WINE ☐ New Outlet
☐ WINERY ☐ Other

OTHER: DELTA Received \$100
1856
S. Henderson

(THIS SPACE IS FOR CITY OR COUNTY USE)

NOTICE TO CITIES AND COUNTIES: Do not consider this application unless it has been stamped and signed at the left by an OLCC representative.

THE CITY COUNCIL, COUNTY COMMISSION, OR COUNTY

COURT OF Multnomah
(Name of City or County)

RECOMMENDS THAT THIS LICENSE BE: GRANTED XX

DENIED _____

DATE 6/23/88

BY Gladys McCay
(Signature)

TITLE County Chair

CAUTION: If your operation of this business depends on your receiving a liquor license, OLCC cautions you not to purchase, remodel, or start construction until your license is granted.

1. Name of Corporation, Partnership, or Individual Applicants:

- 1) OLIVO INC. 2) _____
3) _____ 4) _____
5) _____ 6) _____

(EACH PERSON LISTED ABOVE MUST FILE AN INDIVIDUAL HISTORY AND A FINANCIAL STATEMENT)

2. Present Trade Name TIPPY CANOE

3. New Trade Name TIPPY CANOE INN Year filed 1988
with Corporation Commissioner

4. Premises address 28242 Crown Point Hwy Rt 3 Box 22 Troutdale Multnomah OR 97060
(Number, Street, Rural Route) (City) (County) (State) (Zip)

5. Business mailing address Rt 3 Box 22 Troutdale OR 97060
(P.O. Box, Number, Street, Rural Route) (City) (State) (Zip)

6. Was premises previously licensed by OLCC? Yes ☒ No _____ Year 1987-88

7. If yes, to whom: HILBERT RESTAURANT INC. Type of license: DA.

8. Will you have a manager: Yes _____ No ☒ Name N/A
(Manager must fill out Individual History)

9. Will anyone else not signing this application share in the ownership or receive a percentage of profits or bonus from the business? Yes _____ No ☒

10. What is the local governing body where your premises is located? MULTNOMAH COUNTY
(Name of City or County)

11. OLCC representative making investigation may contact: DEL GEAR or Gloria GEAR
(Name)
6128 NE 45th Portland OR 97218 284-6373 (Home) 288-5472
(Address) (Tel. No. — home, business, message)

CAUTION: The Administrator of the Oregon Liquor Control Commission must be notified if you are contacted by anybody offering to influence the Commission on your behalf.

Applicant(s) Signature
(In case of corporation, duly
authorized officer thereof)

- DATE 5/25/88
1) by Olivo Inc President
2) by Gloria GEAR VICE-PRESIDENT

PRESS LIST

DATE

6/22

THE FOLLOWING WERE CALLED THIS DATE REGARDING:

- a) Meeting _____
b) Executive Meeting _____

c) Other Unanimous Consent R-27 Liquor
Tippy canoe - Troutdale, OR. Decina

Signed Lynell Stanton

KOIN	Channel 6	243-6614	Assignment Desk	✓
KGW	Channel 8	226-5111	Assignment Desk	✓
KATU	Channel 2	231-4260	Assignment Desk	✓
KPTV	Channel 12	222-9921	News Desk	✓
KEX	1190 A.M.	222-1929	Newsroom/Message	✓
KSGO	1520 A.M.	223-1441	News Desk	✓ <i>not available</i>
KXL	750 A.M.	231-0750	Newsroom/Message	✓
KGW	62 A.M.	226-5095	News Desk	✓
K-103 FM		643-5103	Newsroom	✓
KXYQ - 105		226-6731	Newsroom	✓ <i>not available in mtg.</i>
OREGONIAN		221-8566	Harry Bodine	✓
GRESHAM OUTLOOK		665-2181	Dave Pinson	<i>not available off on wed.</i>
SKANNER		287-3562	Patrick Mazza	✓

THURSDAY, JUNE 23, 1988

N O T I C E

THE FOLLOWING WILL BE HEARD BY UNANIMOUS CONSENT:

DEPARTMENT OF ENVIRONMENTAL SERVICES

- R-25 Resolution in the Matter of the Relocation and Establishment of NW Reeder Road No. 4964, Item 88-169, Earl L. Reeder and Ida M. Reeder and James E. Reeder

SHERIFF'S OFFICE

- R-27 Liquor license application, submitted by the Sheriff's Office with recommendation that same be approved as follows: for Tippy Canoe, 28242 Crown Point Highway, Troutdale (Dispenser Class A - Change of Ownership)

THE FOLLOWING MATTER WAS INADVERTENTLY LEFT OFF THE AGENDA FOR THIS DATE:

- R-26 Public Hearing - Resolution in the matter of the Surrendering Jurisdiction to the City of Portland all County Roads within the area annexed to the City of Portland between July 1, 1987, and December 31, 1987 (from May 12, 1988)

NOTE: R-27 Was pulled from the agenda because more information was needed. Info received. Now the applicant must have it approved by Thursday in order to allow him to operate without closing down between license dates



MULTNOMAH COUNTY OREGON

55
5/60

BOARD OF COUNTY COMMISSIONERS
ROOM 605, COUNTY COURTHOUSE
1021 S.W. FOURTH AVENUE
PORTLAND, OREGON 97204

GLADYS McCOY • Chair • 248-3308
PAULINE ANDERSON • District 1 • 248-5220
GRETCHEN KAFOURY • District 2 • 248-5219
CAROLINE MILLER • District 3 • 248-5217
POLLY CASTERLINE • District 4 • 248-5213
JANE McGARVIN • Clerk • 248-3277

June 23, 1988

Mr. Paul Yarborough, Director
Department of Environmental Services
2115 SE Morrison
Portland, OR

Dear Mr. Yarborough:

Be it remembered, that at a meeting of the Board of County Commissioners held June 23, 1988, the following action was taken:

Public Hearing - In the matter of the Surrendering)	
Jurisdiction to the City of Portland all County)	RESOLUTION
Roads within the area annexed to the City of)	#88-110
Portland between July 1, 1987, and December 31,)	
1987 (from May 12, 1988)	R-26)

Commissioner McCoy explained that this item was left off the agenda, and is a Resolution to surrender roads which have been annexed to the City of Portland.

A Public Hearing was held, no one wished to testify.

Upon motion of Commissioner Casterline, duly seconded by Commissioner Kafoury, and upon a roll call vote, unanimously

ORDERED that said Resolution be approved.

Very truly yours,

BOARD OF COUNTY COMMISSIONERS

By Jane McGarvin
Jane McGarvin
Clerk of the Board

jm
cc: Transportation

DATE SUBMITTED _____

JUN 20 1988

(For Clerk's Use)

Meeting Date 6/23/88

Agenda No. R-26

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: _____

Informal Only* _____
(Date)

Formal Only June 23, 1988
(Date)

DEPARTMENT Environmental Services

DIVISION Transportation

CONTACT Bob Pearson

TELEPHONE 248-3838

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Bob Pearson

BRIEF SUMMARY

Recommendation of Director of Environmental Services for the surrendering of jurisdiction to the City of Portland, county roads within areas annexed to the City between July 1, 1987, and December 31, 1987.

ORDER offering to surrender jurisdiction to the City of Portland.

ACTION REQUESTED:

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☐ POLICY DIRECTION ☒ APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA _____

IMPACT:

PERSONNEL

☐ FISCAL/BUDGETARY

☐ General Fund

Other _____

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: [Signature]

BUDGET/PERSONNEL /

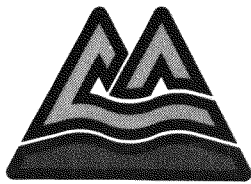
COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) [Signature]

OTHER _____
(Purchasing, Facilities Management, etc.)

NOTE: If requesting unanimous consent, state situation requiring emergency action on back.

3706V/3663V

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1988 JUN 21 AM 11:32



MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES
TRANSPORTATION DIVISION
1620 S.E. 190TH AVENUE
PORTLAND, OREGON 97233
(503) 248-5050

BOARD OF COUNTY COMMISSIONERS
GLADYS McCOY • CHAIR OF THE BOARD
PAULINE ANDERSON • DISTRICT 1 COMMISSIONER
GRETCHEN KAFOURY • DISTRICT 2 COMMISSIONER
CAROLINE MILLER • DISTRICT 3 COMMISSIONER
POLLY CASTERLINE • DISTRICT 4 COMMISSIONER

May 26, 1988

Multnomah County
Board of County Commissioners
1021 SW 4th Avenue, Room 602
Portland, Oregon 97204

Subject: Surrendering of Jurisdiction to the City of Portland of certain County roads lying within the corporate limits of the City of Portland.

Dear Commissioners:

In accordance with the Intergovernmental Agreement approved March 8, 1984, regarding the transition of urban services from the jurisdiction of Multnomah County to the City of Portland, Section III B, and in accordance with ORS 373.270, initiating the proceeding for the transfer of jurisdiction of certain County roads lying within the boundaries of the City of Portland; a public hearing is scheduled for June 23, 1988, at 9:30 a.m.

The public hearing is scheduled to provide the public the opportunity to voice support, concerns, or general testimony and to determine whether it is in the best interest of the County to surrender jurisdiction of those County roads within the City of Portland to the City of Portland. The list of roads has been advertised in the Oregonian on five successive Mondays, beginning May 23, 1988.

It is the recommendation of this Department, the Board of County Commissioners authorize the order offering to surrender jurisdiction to the City of Portland of those County roads.

The executed Order should be forwarded to Paul Niles, Right-of-Way Section, Room 814, Portland Building.

Very truly yours,

Paul Yarborough, Director
Environmental Services

PY:BP:cmk

Attachments

3663V For Fire, Police, or Ambulance: Dial 911 in Portland and Multnomah County.

For publication in the Oregonian on the
Mondays, May 23, 1988; May 30, 1988; June 6, 1988;
June 13, 1988, and June 20, 1988

MULTNOMAH COUNTY, OREGON
BOARD OF COUNTY COMMISSIONERS
Will hold a Public Hearing on the following:

TIME: 9:30 A.M., ON THURSDAY, JUNE 23, 1988

PLACE: ROOM 602, MULTNOMAH COUNTY COURTHOUSE

SUBJECT: A Public Hearing in the matter, and considering any objections or testimony offered by any person interested, and determine whether it is necessary, expedient or for the best interest of the County to surrender jurisdiction to the City of Portland all of the following described County Roads, within the areas annexed to the City of Portland between July 1, 1987, and December 31, 1987, as described in Boundary Change Final Order No. 2373 of the Portland Metropolitan Area Local Government Boundary Commission.

SOUTHEAST

S.E. 148th Avenue, No. 4204
(From S.E. Stark St. to E. Burnside St.)

S.E. 151st Avenue, No. 1555
(From S.E. Stark St. to E. Burnside St.)

S.E. 153rd Avenue, No. 2149
(From S.E. Stark St. to E. Burnside St.)

S.E. Stark Street, No. 2980
(From S.E. 148th Ave. to a point 137 feet more or less east of S.E. 153rd Ave.)

NORTHEAST

N.E. 149th Place, No. 4272 & 4499
(From N.E. Davis Ct. to a point 280 feet more or less south on N.E. Davis Ct.)

N.E. 151st Avenue, No. 1555
(From E. Burnside St. to a point 115 feet more or less south of N.E. Glisan St.)

N.E. Couch Court, No. 3000
(From N.E. 151st Ave. to N.E. 154th Ave.)

N.E. Davis Court, No. 4271
(From N.E. 151st Ave. to N.E. 149th Pl.)

For further information call Multnomah County Transportation
Division, at 248-5050.



OFFICE MEMORANDUM . . . DEPARTMENT OF ENVIRONMENTAL SERVICES

TO: Jane McGarvin
Clerk of the Board

FROM: Bob Pearson *RP*
Transportation Division

DATE: April 22, 1988

SUBJECT: Surrendering County Roads to the City of Portland

Following is the tentative schedule to surrender county roads to the City of Portland of certain county roads within the city:

Department Head Meeting	May 2, 1988
BCC Set Hearing Date	May 12, 1988
First Advertisement	May 23, 1988
Second Advertisement	May 30, 1988
Third Advertisement	June 6, 1988
Fourth Advertisement	June 13, 1988
Fifth Advertisement	June 20, 1988
Public Hearing	June 23, 1988

BP:cmk

cc Susan Schneider (City of Portland)
Paul Niles (City of Portland)
Ron Edson (City of Portland)
Paul Yarborough
Betsy Williams
Larry Nicholas
Ike Azar
Dick Howard
Don Hauskins
Mike Gilsdorf
Ed Pickering
Bob Johnson
John Dorst

4204V

1988 APR 28 AM 10:52
CLERK OF
COUNTY OF CLATSOP
OREGON

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Offering to Surrender)
Jurisdiction to the City of Portland)
all County Roads within the areas)
annexed to the City of Portland between)
July 1, 1987, and December 31, 1987)
_____)

O R D E R

This Matter before the Board is to offer to Surrender Jurisdiction to the City of Portland, all County Roads within the areas annexed to the City of Portland between July 1, 1987, and December 31, 1987, as described in Boundary Change Final Order No. 2373 of the Portland Metropolitan Area Local Government Boundary Commission; and

It appearing to the Board that this Matter has been initiated in accordance with Section III, B of the Intergovernmental Agreement approved by Portland City Council March 1, 1984, and Multnomah County Board of County Commissioners March 8, 1984, regarding the transition of urban services from the jurisdiction of Multnomah County to the City of Portland; and

It further appearing that this Matter before the Board is in accordance with ORS 373.270 initiating the proceeding for the transfer of jurisdiction of County Roads within the limits of the City of Portland to the City of Portland, by public hearing; and

It further appearing that the public was notified by advertisement in the Oregonian, a newspaper of general circulation, on five successive Mondays beginning May 23, 1988, and ending June 20, 1988, of the time, location and list of County Roads offered for surrender of jurisdiction by Multnomah County to the City of Portland;

It further appearing that by advertisement, the public was invited to attend a public hearing on this matter on June 23, 1988, to offer testimony and voice their concerns or support for this matter, to enable the Board of County Commissioners to determine whether it's in the best interest of the County to offer to surrender jurisdiction of all County roads within the areas annexed to the City of Portland between July 1, 1987, and December 31, 1987, as described in Boundary Change Final Order Nos. 2373 of the Portland Metropolitan Area Local Government Boundary Commission;

ORDER
Offering to Surrender Jurisdiction
Page 2

NOW THEREFORE, IT IS HEREBY ORDERED, and the Board hereby FINDS, that it is necessary and expedient and for the best interest of the County of Multnomah, to offer to surrender jurisdiction of all County Roads within the areas annexed to the City of Portland between June 1, 1987, and December 31, 1987, as described in Boundary Change Final Order No. 2373 of the Portland Metropolitan Area Local Government Boundary Commission; to wit:

SOUTHEAST

S.E. 148th Avenue, No. 4204
(From S.E. Stark St. to E. Burnside St.)

S.E. 151st Avenue, No. 1555
(From S.E. Stark St. to E. Burnside St.)

S.E. 153rd Avenue, No. 2149
(From S.E. Stark St. to E. Burnside St.)

S.E. Stark Street, No. 2980
(From S.E. 148th Ave. to a point 137 feet more or less east of S.E. 153rd Ave.)

NORTHEAST

N.E. 149th Place, No. 4272 & 4499
(From N.E. Davis Ct. to a point 280 feet more or less south of N.E. Davis Ct.)

N.E. 151st Avenue, No. 1555
(From E. Burnside St. to a point 115 feet more or less south of N.E. Glisan St.)

N.E. Couch Court, No. 3000
(From N.E. 151st Ave. to N.E. 154th Ave.)

N.E. Davis Court, No. 4271
(From N.E. 151st Ave. to N.E. 149th Pl.)

PRESS LIST

DATE 6/17/88

THE FOLLOWING WERE CALLED THIS DATE REGARDING:

- a) Meeting 6/23 - Surrendering Rds.
b) Executive Meeting _____
c) Other _____

Signed BJ

✓ KOIN Channel 6

243-6614 Assignment Desk

✓ KGW Channel 8

226-5111 Assignment Desk

✓ KATU Channel 2

231-4260 Assignment Desk

✓ KPTV Channel 12

222-9921 News Desk

✓ KEX 1190 A.M.

222-1929 Newsroom/Message

✓ KSGO 1520 A.M.

223-1441-1 News Desk

✓ KXL 750 A.M.

231-0750 Newsroom/Message

✓ KGW 62 A.M.

226-5095 News Desk

K-103 FM

643-5103 Newsroom

KXYQ - 105

226-6731 Newsroom

OREGONIAN

221-8566 Harry Bodine

✓ GRESHAM OUTLOOK

665-2181 Dave Pinson - Robin

✓ SKANNER

287-3562 Patrick Mazza

FRANZEN

No answer

No answer

Left message on Rec

6/23/88

RECEIVED FROM JANE MCGARVIN

CLERK, BOARD OF COUNTY COMMISSIONERS . MULTNOMAH COUNTY, OREGON

CITY OF PORTLAND

ORDER SURRENDERING JURISDICTION OF RDS TO CITY OF PORTLAND
#88-110

Annexation - July 1, 1987-December 31, 1987

R-26

Kathryn M Hall

PLEASE SIGN & RETURN THIS RECEIPT TO COMMISSIONERS OFFICE

BOARD OF
COUNTY COMMISSIONERS

1988 JUN 27 AM 8:38

MULTNOMAH COUNTY
OREGON

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Offering to Surrender)
Jurisdiction to the City of Portland)
all County Roads within the areas)
annexed to the City of Portland between)
July 1, 1987, and December 31, 1987)
_____)

O R D E R
#88-110

This Matter before the Board is to offer to Surrender Jurisdiction to the City of Portland, all County Roads within the areas annexed to the City of Portland between July 1, 1987, and December 31, 1987, as described in Boundary Change Final Order No. 2383 of the Portland Metropolitan Area Local Government Boundary Commission; and

It appearing to the Board that this Matter has been initiated in accordance with Section III, B of the Intergovernmental Agreement approved by Portland City Council March 1, 1984, and Multnomah County Board of County Commissioners March 8, 1984, regarding the transition of urban services from the jurisdiction of Multnomah County to the City of Portland; and

It further appearing that this Matter before the Board is in accordance with ORS 373.270 initiating the proceeding for the transfer of jurisdiction of County Roads within the limits of the City of Portland to the City of Portland, by public hearing; and

It further appearing that the public was notified by advertisement in the Oregonian, a newspaper of general circulation, on five successive Mondays beginning May 23, 1988, and ending June 20, 1988, of the time, location and list of County Roads offered for surrender of jurisdiction by Multnomah County to the City of Portland;

It further appearing that by advertisement, the public was invited to attend a public hearing on this matter on June 23, 1988, to offer testimony and voice their concerns or support for this matter, to enable the Board of County Commissioners to determine whether it's in the best interest of the County to offer to surrender jurisdiction of all County roads within the areas annexed to the City of Portland between July 1, 1987, and December 31, 1987, as described in Boundary Change Final Order Nos. 2383 of the Portland Metropolitan Area Local Government Boundary Commission;

SUPPLEMENT TO
JOURNAL 160
PAGE 55

ORDER
Offering to Surrender Jurisdiction
Page 2

NOW THEREFORE, IT IS HEREBY ORDERED, and the Board hereby FINDS, that it is necessary and expedient and for the best interest of the County of Multnomah, to offer to surrender jurisdiction of all County Roads within the areas annexed to the City of Portland between June 1, 1987, and December 31, 1987, as described in Boundary Change Final Order No. 2383 of the Portland Metropolitan Area Local Government Boundary Commission; to wit:

SOUTHEAST

S.E. 148th Avenue, No. 4204
(From S.E. Stark St. to E. Burnside St.)

S.E. 151st Avenue, No. 1555
(From S.E. Stark St. to E. Burnside St.)

S.E. 153rd Avenue, No. 2149
(From S.E. Stark St. to E. Burnside St.)

S.E. Stark Street, No. 2980
(From S.E. 148th Ave. to a point 137 feet more or less east of S.E. 153rd Ave.)

NORTHEAST

N.E. 149th Place, No. 4272 & 4499
(From N.E. Davis Ct. to a point 280 feet more or less south of N.E. Davis Ct.)

N.E. 151st Avenue, No. 1555
(From E. Burnside St. to a point 115 feet more or less south of N.E. Glisan St.)

N.E. Couch Court, No. 3000
(From N.E. 151st Ave. to N.E. 154th Ave.)

N.E. Davis Court, No. 4271
(From N.E. 151st Ave. to N.E. 149th Pl.)

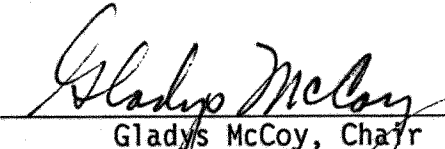
ORDER
Offering to Surrender Jurisdiction
Page 3

be offered for transfer of jurisdiction from the County of Multnomah to the City of Portland, Oregon; and it is

FURTHER ORDERED, that the City of Portland shall specifically accept jurisdiction of said County Roads by appropriate ordinance.

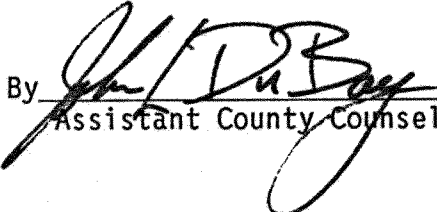
BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

(SEAL)
June 23, 1988


Gladys McCoy, Chair

APPROVED AS TO FORM:

LAURENCE KRESSEL, COUNTY COUNSEL
FOR MULTNOMAH COUNTY, OREGON

By 
Assistant County Counsel



CITY OF

PORTLAND, OREGON

OFFICE OF CITY AUDITOR

Barbara Clark, City Auditor

Council Division

1220 S.W. 5th, Rm. 202

Portland, Oregon 97204

Phone (503) 248-4084

October 27, 1988

Larry F. Nicholas
Multnomah County Engineer
2115 SE Morrison Street
Portland, OR 97214

C. R. Sheffield
Multnomah County Assessor
610 SW Alder Street
Portland, OR 97205

✓ Multnomah County Board of Commissioners
c/o Jane McGarvin, Clerk of the Board
Room 606, Multnomah County Courthouse
Portland, OR 97204

Please find enclosed a copy of Ordinance No. 160996, passed by the Portland City Council on June 29, 1988, accepting jurisdiction from Multnomah County of certain county roads lying within the corporate limits of the City of Portland.

Yours very truly,

Mary E. Newell
Deputy City Auditor

MN:hs
Enc.

BOARD OF
COUNTY COMMISSIONERS
1988 OCT 27 PM 3:15
MULTNOMAH COUNTY
OREGON

AUDITOR OF THE CITY OF PORTLAND

PORTLAND, OREGON 97204

BOOK 2148 PAGE 801

ROOM 202
CITY HALL

COPY CERTIFICATE

STATE OF OREGON,
County of Multnomah,
CITY OF PORTLAND,

} ss

BARBARA CLARK Auditor of the City of Portland, do hereby certify that I have compared the following copy of Ordinance No. 160996, passed by the City Council on June 29, 1988, accepting jurisdiction from Multnomah County of certain County Roads, lying within the corporate limits of the City of Portland, pursuant to a 1984 City/County Intergovernmental Agreement,

with the original thereof, and that the same is a full, true and correct copy of such original

Ordinance No. 160996,

and of the whole thereof as the same appears on file and of record in my office, and in my care and custody.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of the City of Portland affixed this 17th day of October, 1988.

Barbara Clark

Auditor of the City of Portland

By *Mary E Newell* Deputy

ORDINANCE NO. 160996

- * Accept jurisdiction from Multnomah County of certain County Roads, lying within the corporate limits of the City of Portland, pursuant to a 1984 City/County Intergovernmental Agreement. (Ordinance)

The City of Portland ordains:

Section 1. The Council finds:

1. Ordinance No. 155651, passed by Council on March 1, 1984, authorized execution of an Intergovernmental Agreement with the County of Multnomah, providing for the efficient and equitable distribution of transportation resources and responsibilities.
2. In accordance with the Intergovernmental Agreement and ORS 373.270, on July 1, 1984, the City accepted jurisdiction from Multnomah County of certain Multnomah County Roads within the corporate boundaries of the City of Portland, as those boundaries existed February 9, 1984.
3. The Intergovernmental Agreement also provides for the semi-annual transfer to the City of jurisdiction of County Roads within future City boundaries, as areas are annexed to the City.
4. The Multnomah County Commission took action June 23, 1988, to transfer jurisdiction to the City of certain County Roads which are specifically described in Exhibit "A," attached hereto.
5. The City should now accept jurisdiction of those certain County Roads, as described in attached Exhibit "A," within newly annexed areas of the corporate limits of the City of Portland, as those limits existed January 1, 1988.

NOW, THEREFORE, the Council directs:

- a. The City of Portland hereby accepts jurisdiction, effective July 1, 1988, of certain County Roads within the corporate limits of the City of Portland, as those limits existed January 1, 1988, said Multnomah County Roads being described in attached Exhibit "A," and by this reference, made a part hereof.

Exhibit "A"

SOUTHEAST

SE 148th Avenue, No. 4204
(From SE Stark Street to E Burnside Street)

SE 151st Avenue, No. 1555
(From SE Stark Street to E Burnside Street)

SE 153rd Avenue, No. 2149
(From SE Stark Street to E Burnside Street)

SE Stark Street, No. 2980
(From SE 148th Avenue to a point 137 feet, more or less, east of
SE 153rd Avenue)

NORTHEAST

NE 149th Place, No. 4272 & 4499
(From NE Davis Court to a point 280 feet, more or less, south of
NE Davis Court)

NE 151st Avenue, No. 1555
(From E Burnside Street to a point 115 feet, more or less, south of
NE Glisan Street)

NE Couch Court, No. 3000
(From NE 151st Avenue to NE 154th Avenue)

NE Davis Court, No. 4271
(From NE 151st Avenue to NE 149th Place)

ORDINANCE No.

BOOK 2148 PAGE 804

- b. That the Multnomah County Roads described in Exhibit "A" are hereby taken over, laid out and established as City streets, and that the City of Portland, from this date forward, shall have exclusive jurisdiction and control over the above described County Roads.
- c. That the City Auditor shall forward copies of this Ordinance to the County Commissioners of Multnomah County, the Multnomah County Director of Engineering Services, and the County Assessor.
- d. The City Auditor shall record a certified copy of this Ordinance, and return one copy of the recorded Ordinance to the Right-of-Way Acquisition Section, Bureau of Transportation Engineering.

Section 2. The Council declares that an emergency exists because a delay in the acceptance of jurisdiction of the County Roads might adversely affect the City-County financial arrangements; therefore, this Ordinance shall be in force and effect from and after its passage by the Council.

Passed by the Council, JUN 29 1988

Commissioner Earl Blumenauer
Kathryn Hall:mwp.K1
May 17, 1988

BARBARA CLARK

Auditor of the City of Portland

By

Deputy

081666

Certified Copy 160996
To Be Recorded

STATE OF OREGON }

Multnomah County }

ss.

I, a Deputy for the Recorder of Conveyances, in and for
said County, do hereby certify that the within instrument of
writing was received for record and recorded in the record
of said County

1988 OCT 18 PM 4:04

RECORDING SECTION
MULTNOMAH CO. OREGON

In Book

BOOK 2148 PAGE 801

On Page

witness my hand and seal of office affixed.

Recorder of Conveyances

N. Walker

Deputy

BOOK 2148 PAGE 805

DX
Return to City Auditor

BOARD OF COMMISSIONERS

June 23, 1988

56
5/60

Discussion of remarks made last week regarding)
editorial on [KXL] KINK Radio)

Commissioner Miller corrected her remarks made last week
directed toward KXL Radio, by saying they should have been directed
to KINK Radio.

JUVENILE SERVICES COMMISSION

June 23, 1988

56
5160

Juvenile Services Commission (JSC) Conference }
report)

Commissioner McCoy reported the Conference was well attended (350), others were turned away; and that she feels it was a very successful conference.

June 23, 1988

56
5/160

Discussion regarding an Informal Meeting to)
discuss Gang policy)

Following discussion, it was decided that an Informal Meeting will be held in the Board Room tomorrow, Friday, June 24, 1988 at 9:30 a.m.

The Board requested County staff be present to tell them what the County is doing about the matter in order for them to make educated decisions about how the County will join with the City of Portland in dealing with the "Gang" issue.

Commissioner Miller expressed her opinion that the Board should first consider what is comprehensive law enforcement rather than respond to a media fad subject. She feels government should not respond to events created by the media, but should instead develop permanent crime law enforcement plans to deal with crime as a whole.

BCC + Clerk
copies

Ready to
✓

Ready to
~~Copy~~ ✓
Print

Clerk copy